

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

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# ELMIRA HOUSING AUTHORITY AGENCY PLAN

5 Year Plan for Fiscal Years 2006 - 2011  
Annual Plan for Fiscal Year 2006

**Elmira Housing Authority's Agency Plan  
Agency Identification**

**PHA Name:** Elmira Housing Authority

**PHA Number:** NY030

**PHA Fiscal Year Beginning: (mm/yyyy)** 01/2006

**Public Access to Information**

**Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)**

- ☒ Main administrative office of the PHA
- ☒ PHA development management offices
- ☐ PHA local offices

**Display Locations For PHA Plans and Supporting Documents**

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- ☒ Main administrative office of the PHA
- ☒ PHA development management offices
- ☐ PHA local offices
- ☒ Main administrative office of the local government
- ☐ Main administrative office of the County government
- ☐ Main administrative office of the State government
- ☐ Public library
- ☐ PHA website
- ☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- ☒ Main business office of the PHA
- ☒ PHA development management offices
- ☐ Other (list below)

**5-YEAR PLAN**  
**ELMIRA HOUSING AUTHORITY FISCAL YEARS 2006 - 2011**  
[24 CFR Part 903.5]

**A. Mission**

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

☐ The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

X The Elmira Housing Authority's mission is: (state mission here)

The Primary Mission of the Elmira Housing Authority is to provide low-income families with decent, safe, sanitary, and in good repair shelter at a price they can afford.

The Elmira Housing Authority will work diligently to provide its residents a quality, cost effective maintenance operation. We will investigate new opportunities to modernize the Authority's Buildings and Grounds through the Capital Fund Modernization Programs and other grants.

We will actively seek out new housing development opportunities in the community with emphasis on a series of initiatives aimed at facilitating resident homeownership.

We will provide our employees with fair wages and benefits and good working conditions. We will present our performance in a professional manner and will conform to those rules and regulations that are necessary to provide a beneficial relationship between the people we serve and the public at large.

**B. Goals**

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

**EHA Goal: Enhance the marketability of the Elmira Housing Authority's existing public housing program.**

**X Objectives:**

The Elmira Housing Authority shall convert 48 Efficiency Apartments to 32 one-bedroom apartments at the George Bragg Towers Apartments by December 31, 2004, in order to increase the marketability of the Authority's elderly public housing units.

The Elmira Housing Authority shall remodel all kitchens (190) at the Edward Flannery Towers Apartments by December 31, 2008 in order to increase the Marketability of the Authority's elderly public housing units.

The Elmira Housing Authority shall replace all roofs on apartment buildings (52) and storage sheds (15) at Hoffman Plaza by December 31, 2005, in order to increase the marketability of the Authority's family public housing units.

The Elmira Housing Authority shall replace all sewer lines (144) to improve sanitation and reduce maintenance calls at Hoffman Plaza by December 31, 2004, in order to increase the marketability of the Authority's family public housing units.

The Elmira Housing Authority shall aggressively address proper curb appeal by improving the landscaping, parking areas, entrance doors and patio areas of all of the Authority's developments by December 31, 2005.

The Elmira Housing Authority will leverage (collateralize) its Capital Funds through issuing \$3,000,000 in Bonds payable in yearly installments to investors over a twenty-year period.

Accordingly, the Elmira Housing Authority will use the proceeds from the Bonds to perform the following improvements to its developments to be completed by July 31, 2006:

- Reside all building (54) at Hoffman Plaza
- Rehab all apartment storage shed buildings (15) at Hoffman Plaza
- Install new storm doors (224) to all Hoffman plaza apartments
- Reseal the exterior of George Bragg Towers
- Install sprinkler systems throughout the building and apartments at Bragg Towers
- Install sprinkler systems throughout the building and apartments at Flannery Apts.
- Provide Emergency lighting to the Apts. at Bragg and Flannery Apartments.

The Elmira Housing Authority will expand its central maintenance garage to accommodate The storage for HA maintenance and apartment materials that will provide better access and security for maintenance personnel by December 31, 2006.

The Elmira Housing Authority will expand its administration building operations by utilizing excess space to centralize the storage of all Housing Authority records by December 31, 2006.

The Elmira Housing Authority will be aware of properties surrounding the Authority for possible future expansion.

The Elmira Housing Authority will make itself ready by utilizing its financial resources to acquire properties near its developments for possible long term expansion of housing needs in the community by December 31, 2010.

The Elmira Housing Authority will be aware of developments involving area housing agencies that may need assistance from the Elmira Housing Authority

The Elmira Housing Authority will make itself ready to accommodate area housing agencies by administering Section 8 Tenant/Project Based Assistance Vouchers should the Section 8 vouchers become available through a supplemental allocation from HUD headquarters by December 31, 2010.

(Update a/o 7/1/2005)      60 efficiency apartments have been completely converted to 40 one-bedroom apartments. This project was completed in September, 2004. This item will be removed from next years Agency Plan.

98 Kitchens have been completely remodeled at Flannery Towers. The Elmira Housing Authority started construction on 18 kitchens on 07/15/05

52 roofs on Apartment Buildings and 4 Roofs on Storage Sheds have been completed at Hoffman Plaza. The Elmira Housing Authority anticipates starting construction on the remaining 11 Storage Sheds Roofs later in 2005.

144 sewer lines have been replaced at Hoffman Plaza. (This item will be removed from next years Agency Plan.

Remodeling the Patio and Parking Areas at Hoffman Plaza, Bragg Towers, and Flannery apartment are presently in the construction bid stage. The expected completion of the Parking Areas will be October 2005. New Entrance Storm Doors at Hoffman Plaza will be completed in October 2005. Landscaping improvements throughout development is presently being addressed and will continue to be addressed through the next several years.

The Elmira Housing Authority filed application with the H.U.D. to leverage 30% its Capital Fund over the next 20 in May 2005. Expected approval should be in October 2005 and the Authority will use the proceeds from the Bonds to Reside all Building at Hoffman Plaza; Rehab all apartment storage sheds at Hoffman Plaza, Reseal the exterior of Bragg Towers, Install Sprinkler Systems at Bragg and Flannery Towers, provide Emergency Lighting at Bragg and Flannery Towers.

The Elmira Housing Authority had anticipated an expansion to its central maintenance garage to accommodate storage, better access and security by December 2006, However, recent reductions in the Capital Fund Program will delay construction until December 2008.

The Elmira Housing Authority had anticipated a need to expand its administration building to utilize the excess for storage of records by December 2006, However, recent reductions in the Capital Fund Program will delay construction until December 2008.

The Elmira Housing Authority purchased two properties, one next to the Hoffman Plaza and the other next to Bragg Towers. The property next to Hoffman Plaza will be used for expansion of the central maintenance garage and the property next to Bragg Towers will be used for future housing developments.

The Elmira Housing Authority approved to issue bonds for the financing of the Eastgate Housing Development in Elmira, New York. The closing is expected by December 2005.

The Elmira Housing Authority is anticipating to receive 110 Section 8 vouchers when the closing on the Bond Financing is finalized to accommodate the residents who live in the Eastgate Housing Development.

**EHA Goal: provide a safe and secure environment in the Elmira Housing Authority's public housing developments.**

**X Objectives**

The Elmira Housing Authority shall refine the Law Enforcement Plan with the Elmira Police Department. The purpose of this is to better define any future crime that occurs near The developments and develop strategies for identifying and reducing the problem.

Involve the tenants and tenant association to cooperate with the Police officers to institute neighborhood watch programs and develop other crime prevention programs

Install a new life safety systems and an equipment agreement for resident apartments throughout the development with a completion date of December 31, 2005

(update a/o 7/1/2005)

The Elmira Housing Authority revised its Law Enforcement Plan with the Elmira City Police Department effective May 1, 2005 where the Authority compensates the City of Elmira for one police officer to patrol up to 28 hours per week.

The Enforcement Plan includes the Police Officer to attend monthly tenant association meeting to address concerns and complaints; provide a monthly report to the Authority on police calls; allow up to two police officers to reside in the Housing Developments; and remodel vacant office space for a police substation.

The Elmira Housing Authority has completed updating the life safety systems and equipment at Flannery and Bragg Towers as of March 2005. New safety equipment at Hoffman Plaza continues to be installed.

**EHA Goal: Improve access of Elmira Housing Authority residents to Services that support economic opportunity and quality of life**

X Objectives:

The Elmira Housing Authority will continue to partner with the Chemung County Office for the Aging to assist the elderly residents at Flannery and Bragg Towers to implement recreational and social activities by contracting for an on site Elderly Social Service Coordinator and Elderly Activities Service Coordinator.

The Elmira Housing Authority will continue to have effective and fully functioning tenant organizations at its three developments

(Update a/o 7/1/2005)

A contract with the Chemung County Office for the Aging for on site social service coordinator has continued to be in force for the past nine years. However funding remains a concern due to recent HUD cutbacks if the program were to continue.

An additional contract with the Chemung County Office for Aging was negotiated on January 3, 2003 for three years for an activities service coordinator. The following activities are planned for the residents: computer classes, swimming classes at the local YWCA, exercise classes, educational and social trips, craft classes and home gardening classes. However funding remains a concern due to recent HUD cutbacks if the program were to continue.

The Elmira Housing Authority developed an information brochure for potential residents on the Authorities facilities, rent charges, and activities. This brochure was distributed to all supportive social service agencies in Chemung County in March 2005.

The Elmira Housing Authority developed a web site (Elmira Housing.org) for agencies, public and residents to get better access of the Authority's services and other information. The web site is expected to be fully operational by December 31, 2005

**EHA Goal: Manage the Elmira Housing Authority's existing public housing programs in an efficient and effective manner thereby qualifying as at least a standard performer.**

X Objectives:

The United States Department of Housing and Urban Development shall recognize the Elmira Housing Authority as a High Performer by December 31, 2004.

The Elmira Housing Authority will make their public housing apartments more marketable to the community by increasing its waiting list to one that requires a six month wait for housing by December 31, 2004.

The Elmira Housing Authority shall provide a motivating work environment with a capable and efficient team of employees to operate as a customer-friendly and fiscally prudent leader in the affordable housing industry.

(Update a/o 7/1/2005)

The following are EHA PHAS scores

12/31/01 (FYE)-90 out of 100

12/31/02 (FYE)-92 out of 100

12/31/03 (FYE)-89 out of 100

12/31/04 (FYE)-89 out of 100

The Elmira Housing Authority's waiting list, depending on the bedroom size for its family development is 4 months. The Elderly developments waiting list is three months and continues to grow.

Though the HTVN training programs, Housing Authority employees received certifications for Section 8 Housing Choice Voucher Regulatory Management; Public Housing Maintenance Management; Housing Authority Management; Section 8 Family Self Sufficiency; Section 8 Housing Quality Standards; and Executive Directors Education Program through Rutgers University.

**EHA Goal: Investigate energy cost cutting measures to increase the availability of energy efficient and affordable housing.**

X Objective:

Make contact with the New York State Energy Research and Development Authority (NYSERTA) to make application for grant

Assemble the energy efficiency needs, develop cost estimates and a plan to maximize the efficiency of fuel and electric consumption.

Assist the Elmira Housing Authority in obtaining the financing from NYSERTA and other private and public sources necessary to implement a plan December 31, 2006.

**EHA Goal: Implement Project-Based Budgeting and Accounting Funding System to monitor performance at each development by December 31, 2006.**

X Objective:

Make individual developments (Bragg, Hoffman & Flannery) more accountable on spending, rent collection, and occupancy problems.

Focus on strategies, cost benefit analysis and financial reporting on the individual developments

**EHA Goal: Implement Project-Based Asset Management as a means of overseeing the property and asset management functions to ensure that strategic and performance goals set by the Board of Commissioners are achieved by December 31, 2010.**

X. Objective:

Set operational long term capital planning and allocation, property replacements

Reposition strategies to ensure the long-term viability of the Authority's properties

Provide appropriate mechanisms for monitoring performance at the development level.

**Elmira Housing Authority's Annual Plan**  
**Fiscal Year 2006**  
[24 CFR Part 903.7]

**i. Annual Plan Type:**

Select which type of Annual Plan the PHA will submit.

☒ **Standard Plan**

**Streamlined Plan:**

- ☐ **High Performing PHA**
- ☐ **Small Agency (<250 Public Housing Units)**
- ☐ **Administering Section 8 Only**

☐ **Troubled Agency Plan**

**ii. Executive Summary of the Annual PHA Plan**

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

**The Elmira Housing Authority's Annual Plan is based on the premises that if we accomplish our goals and objectives we will be working toward the achievement of our mission.**

**The plan, statements, budget summary, policies, etc., set forth in the Annual Plan all lead toward the accomplishment of our goals and objectives. Taken as a whole, they outline a comprehensive approach towards our goals and objectives, which is consistent with the City of Elmira's Consolidated Plan.**

**iii. Annual Plan Table of Contents**

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

**Table of Contents**

**Annual Plan**

- i. Executive Summary
- ii. Table of Contents
  - 1. Housing Needs
  - 2. Financial Resources
  - 3. Policies on Eligibility, Selection and Admissions
  - 4. Rent Determination Policies
  - 5. Operations and Management Policies

6. Grievance Procedures
7. Capital Improvement Needs
8. Demolition and Disposition
9. Designation of Housing
10. Conversions of Public Housing
11. Homeownership
12. Community Service Programs
13. Crime and Safety
14. Pets (Inactive for January 1 PHAs)
15. Civil Rights Certifications (included with PHA Plan Certifications)
16. Audit
17. Asset Management
18. Other Information

### Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

#### Required Attachments:

- ☐ Admissions Policy for Deconcentration (NOTE: An analysis of its family (general occupancy) developments to determine concentration of poverty did not indicate the need for measures to promote deconcentration of poverty or income mixing. The Elmira Housing Authority has only ONE family (general occupancy) development
- X FY 2006 Capital Fund Program Annual Statement
- ☐ Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

#### Optional Attachments:

- X PHA Management Organizational Chart
- X FY 2006 Capital Fund Program 5 Year Action Plan
- ☐ Public Housing Drug Elimination Program (PHDEP) Plan
- ☐ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- ☐ Other (List below, providing each attachment name)

### Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents X check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development X check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
	Section 8 rent determination (payment standard) policies <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	Public housing grievance procedures X check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

## **1. Statement of Housing Needs**

[24 CFR Part 903.7 9 (a)]

### **A. Housing Needs of Families in the Jurisdiction/s Served by the PHA**

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

<b>Housing Needs of Families in the Jurisdiction by Family Type</b>							
Family Type	Overall	Afford- ability	Supply	Quality	Access- ibility	Size	Loca- tion
Income <= 30% of AMI	7957	1	1	2	4	3	3
Income >30% but <=50% of AMI	14484	1	1	2	4	3	3
Income >50% but <80% of AMI	20441	1	1	1	2	2	2
Elderly	4334	1	1	1	1	1	1
Families with Disabilities	N/A	1	4	4	3	3	4
Black	4165	1	1	2	4	3	3
Asian	174	1	1	2	4	3	3
Other	249	1	1	2	4	3	3
Hispanic	1010	1	1	2	4	3	3

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- ☒ Consolidated Plan of the Jurisdiction/s  
Indicate year: 2000
- ☒ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS")  
dataset 200 year
- ☐ American Housing Survey data  
Indicate year:
- ☐ Other housing market study  
Indicate year:
- ☐ Other sources: (list and indicate year of information)

## B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA's waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	46		9.6%
Extremely low income <=30% AMI	34	73.9%	
Very low income (>30% but <=50% AMI)	10	21.7%	
Low income (>50% but <80% AMI)	2	4.4%	
Families with children	17	36.9%	
Elderly families	16	34.8%	
Families with Disabilities	6	12.5%	
Black	4	8.7%	
Hispanic	1	2.2%	
White	41	89.1%	

Housing Needs of Families on the Waiting List			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	29	63.0%	
2 BR	8	17.4%	
3 BR	9	19.6%	
4 BR	N/A	N/A	
5 BR	N/A	N/A	
5+ BR	N/A	N/A	
<p>Is the waiting list closed (select one)? X No <input type="checkbox"/> Yes</p> <p>If yes:</p> <p>How long has it been closed (# of months)?</p> <p>Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes</p>			

### C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

#### (1) Strategies

**Need: Shortage of affordable housing for all eligible populations**

**Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:**

Select all that apply

- X      Employ effective maintenance and management policies to minimize the number of public housing units off-line
- X      Reduce turnover time for vacated public housing units
- X      Reduce time to renovate public housing units
- ☐      Seek replacement of public housing units lost to the inventory through mixed finance development
- ☐      Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- ☐      Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- ☐      Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required

- ☐ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- ☐ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- X Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- ☐ Other (list below)

**Strategy 2: Increase the number of affordable housing units by:**

Select all that apply

- X Apply for additional section 8 units should they become available
- X Leverage affordable housing resources in the community through the creation of mixed - finance housing
- ☐ Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- ☐ Other: (list below)

**Need: Specific Family Types: Families at or below 30% of median**

**Strategy 1: Target available assistance to families at or below 30 % of AMI**

Select all that apply

- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- ☐ Employ admissions preferences aimed at families with economic hardships
- X Adopt rent policies to support and encourage work
- ☐ Other: (list below)

**Need: Specific Family Types: Families at or below 50% of median**

**Strategy 1: Target available assistance to families at or below 50% of AMI**

Select all that apply

- ☐ Employ admissions preferences aimed at families who are working
- X Adopt rent policies to support and encourage work
- ☐ Other: (list below)

**Need: Specific Family Types: The Elderly**

**Strategy 1: Target available assistance to the elderly:**

Select all that apply

- ☐ Seek designation of public housing for the elderly
- ☐ Apply for special-purpose vouchers targeted to the elderly, should they become available
- ☐ Other: (list below)

**Need: Specific Family Types: Families with Disabilities****Strategy 1: Target available assistance to Families with Disabilities:**

Select all that apply

- ☐ Seek designation of public housing for families with disabilities
- ☒ Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- ☐ Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- ☒ Affirmatively market to local non-profit agencies that assist families with disabilities
- ☐ Other: (list below)

**Need: Specific Family Types: Races or ethnicities with disproportionate housing needs****Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:**

Select if applicable

- ☐ Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- ☐ Other: (list below)

**Strategy 2: Conduct activities to affirmatively further fair housing**

Select all that apply

- ☐ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- ☐ Market the section 8 program to owners outside of areas of poverty /minority concentrations
- ☐ Other: (list below)

**Other Housing Needs & Strategies: (list needs and strategies below)**

## **(2) Reasons for Selecting Strategies**

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- X Funding constraints
- X Staffing constraints
- X Limited availability of sites for assisted housing
- X Extent to which particular housing needs are met by other organizations in the community
- X Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- ☐ Influence of the housing market on PHA programs
- ☐ Community priorities regarding housing assistance
- ☐ Results of consultation with local or state government
- X Results of consultation with residents and the Resident Advisory Board
- X Results of consultation with advocacy groups
- ☐ Other: (list below)

## **2. Statement of Financial Resources**

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year.

Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2006 grants)</b>		
a) Public Housing Operating Fund	\$813,306.00	
b) Public Housing Capital Fund	\$624,031.00	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance		
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
i) HOME		
Other Federal Grants (list below)		
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
<b>3. Public Housing Dwelling Rental Income</b>	1,411,841.00	
<b>4. Other income</b> (list below)		
Investment Income	25,000.00	
<b>Other Income</b>	24,000.00	
<b>5. Gain/Loss Fixed Assets</b>	(10,000.00)	
<b>Total resources</b>	2,888,178.00	

### **3. PHA Policies Governing Eligibility, Selection, and Admissions**

[24 CFR Part 903.7 9 (c)]

#### **A. Public Housing**

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

##### **(1) Eligibility**

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

☐ When families are within a certain number of being offered a unit: (state number)

☐ When families are within a certain time of being offered a unit: (state time)

X Other: (describe) **Eligibility is verified during the initial application phase.**

- b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?
- X Criminal or Drug-related activity
- X Rental history
- X Housekeeping
- Other (describe)
- c. X Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- d. ☐ Yes X No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- e. ☐ Yes X No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

## **(2)Waiting List Organization**

- a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)
- X Community-wide list
- ☐ Sub-jurisdictional lists
- ☐ Site-based waiting lists
- ☐ Other (describe)
- b. Where may interested persons apply for admission to public housing?
- X PHA main administrative office
- ☐ PHA development site management office
- ☐ Other (list below)
- c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**
1. How many site-based waiting lists will the PHA operate in the coming year? **NONE**
2. ☐ Yes X No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?  
If yes, how many lists?
3. ☐ Yes X No: May families be on more than one list simultaneously  
If yes, how many lists? N/A
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- ☐ PHA main administrative office
- ☐ All PHA development management offices
- ☐ Management offices at developments with site-based waiting lists
- ☐ At the development to which they would like to apply
- ☐ Other (list below)

### **(3) Assignment**

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- X One  
☐ Two  
☐ Three or More

b. X Yes ☐ No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

### **(4) Admissions Preferences**

a. Income targeting:

- ☐ Yes X No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- X Emergencies  
X Overhoused  
X Underhoused  
X Medical justification  
X Administrative reasons determined by the PHA (e.g., to permit modernization work)  
☐ Resident choice: (state circumstances below)  
☐ Other: (list below)

c. Preferences

1. X Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If "no" is selected, skip to subsection **(5) Occupancy**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- ☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- X Victims of domestic violence
- ☐ Substandard housing
- X Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☐ Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

## 2 Date and Time

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- 1 Victims of domestic violence
- Substandard housing
- 1 Homelessness
- High rent burden

Other preferences (select all that apply)

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☐ Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs

- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

- ☐ The PHA applies preferences within income tiers
- X Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

**(5) Occupancy**

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- X The PHA-resident lease
- X The PHA's Admissions and (Continued) Occupancy policy
- X PHA briefing seminars or written materials
- X Other source (list) Elmira Housing Authority Web Site (www.Elmira Housing .Org)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- X At an annual reexamination and lease renewal
- X Any time family composition changes
- X At family request for revision
- ☐ Other (list)

**(6) Deconcentration and Income Mixing**

- a. ☐ Yes X No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

- b. ☐ Yes X No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

- ☐ Adoption of site based waiting lists
- If selected, list targeted developments below:

☐ Employing waiting list “skipping” to achieve deconcentration of poverty or income mixing goals at targeted developments  
If selected, list targeted developments below:

☐ Employing new admission preferences at targeted developments  
If selected, list targeted developments below:

☐ Other (list policies and developments targeted below)

d. ☐ Yes ☒ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

- ☐ Additional affirmative marketing  
☐ Actions to improve the marketability of certain developments  
☐ Adoption or adjustment of ceiling rents for certain developments  
☐ Adoption of rent incentives to encourage deconcentration of poverty and income-mixing  
☐ Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

☒ Not applicable: results of analysis did not indicate a need for such efforts

☐ List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

☒ Not applicable: results of analysis did not indicate a need for such efforts

☐ List (any applicable) developments below:

## **B. Section 8**

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.

**Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

### **(1) Eligibility**

a. What is the extent of screening conducted by the PHA? (select all that apply)

- ☐ Criminal or drug-related activity only to the extent required by law or regulation
- ☐ Criminal and drug-related activity, more extensively than required by law or regulation
- ☐ More general screening than criminal and drug-related activity (list factors below)
- ☐ Other (list below)

b. ☐ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. ☐ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. ☐ Yes ☐ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

- ☐ Criminal or drug-related activity
- ☐ Other (describe below)

## **(2) Waiting List Organization**

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

- ☐ None
- ☐ Federal public housing
- ☐ Federal moderate rehabilitation
- ☐ Federal project-based certificate program
- ☐ Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

- ☐ PHA main administrative office
- ☐ Other (list below)

## **(3) Search Time**

a. ☐ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

## **(4) Admissions Preferences**

a. Income targeting

- ☐ Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. ☐ Yes ☐ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- ☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☐ Victims of domestic violence
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☐ Residents who live and/or work in your jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

Date and Time

Former Federal preferences

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

Victims of domestic violence  
Substandard housing  
Homelessness  
High rent burden

Other preferences (select all that apply)

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☐ Residents who live and/or work in your jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- ☐ Date and time of application
- ☐ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)

- ☐ This preference has previously been reviewed and approved by HUD
- ☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- ☐ The PHA applies preferences within income tiers
- ☐ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

**(5) Special Purpose Section 8 Assistance Programs**

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- ☐ The Section 8 Administrative Plan
- ☐ Briefing sessions and written materials
- ☐ Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- ☐ Through published notices
- ☐ Other (list below)

#### **4. PHA Rent Determination Policies**

[24 CFR Part 903.7 9 (d)]

##### **A. Public Housing**

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

##### **(1) Income Based Rent Policies**

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

X      The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

☐      The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- ☐      \$0  
☐      \$1-\$25  
X      \$26-\$50

2. ☐ Yes X No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. X Yes No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

Under flat rents, the rent amount computed against total income would be less than 30% of the adjusted income.

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

☐ For the earned income of a previously unemployed household member

☐ For increases in earned income

☐ Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

☐ Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

☐ For household heads

☐ For other family members

☐ For transportation expenses

☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families

☐ Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

☐ Yes for all developments

☐ Yes but only for some developments

X No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

☐ For all developments

☐ For all general occupancy developments (not elderly or disabled or elderly only)

☐ For specified general occupancy developments

☐ For certain parts of developments; e.g., the high-rise portion

☐ For certain size units; e.g., larger bedroom sizes

☐ Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

☐ Market comparability study

☐ Fair market rents (FMR)

☐ 95<sup>th</sup> percentile rents

☐ 75 percent of operating costs

☐ 100 percent of operating costs for general occupancy (family) developments

☐ Operating costs plus debt service

☐ The "rental value" of the unit

☐ Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)
- ☐ Never
  - ☐ At family option
  - ☐ Any time the family experiences an income increase
  - X Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold) **\$50.00 Per Month**
  - X Other (list below) **All Changes in Family Composition**

- g. ☐ Yes X No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

**(2) Flat Rents**

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)
- X The section 8 rent reasonableness study of comparable housing
  - X Survey of rents listed in local newspaper
  - ☐ Survey of similar unassisted units in the neighborhood
  - X Other (list/describe below)  
Fair Market Rents (FMR) for 2005

**B. Section 8 Tenant-Based Assistance**

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

**(1) Payment Standards**

Describe the voucher payment standards and policies.

- a. What is the PHA's payment standard? (select the category that best describes your standard)
- ☐ At or above 90% but below 100% of FMR
  - ☐ 100% of FMR
  - ☐ Above 100% but at or below 110% of FMR
  - ☐ Above 110% of FMR (if HUD approved; describe circumstances below)
- b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- ☐ FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- ☐ The PHA has chosen to serve additional families by lowering the payment standard
- ☐ Reflects market or submarket
- ☐ Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- ☐ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- ☐ Reflects market or submarket
- ☐ To increase housing options for families
- ☐ Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- ☐ Annually
- ☐ Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- ☐ Success rates of assisted families
- ☐ Rent burdens of assisted families
- ☐ Other (list below)

## **(2) Minimum Rent**

a. What amount best reflects the PHA's minimum rent? (select one)

- ☐ \$0
- ☐ \$1-\$25
- ☐ \$26-\$50

b. ☐ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

## **5. Operations and Management**

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

### **A. PHA Management Structure**

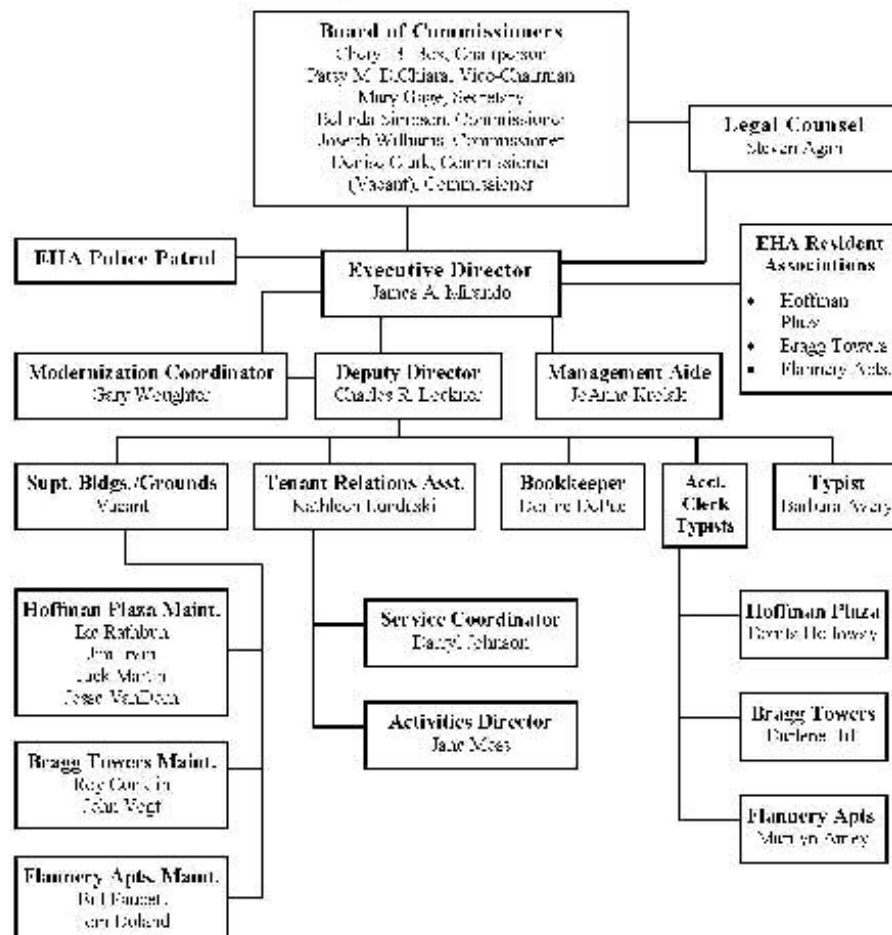
Describe the PHA's management structure and organization.

(select one)

- X An organization chart showing the PHA's management structure and organization is attached.

- ☐ A brief description of the management structure and organization of the PHA follows:

## ELMIRA HOUSING AUTHORITY Organization Chart



August 18, 2005

## B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	479	80 or 15% of families
Section 8 Vouchers		
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		

## C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(1) Public Housing Maintenance and Management: (list below)

Hazardous materials

Facilities use

Property Disposition

Pest Control

Capitalization

Blood-Borne Disease

Ethics

Preventative Maintenance

Safety & Loss Prevention

Harassment and Sexual Harassment Policy

Reasonable Accommodation Policy  
Elmira Housing Authority By-Laws  
Swimming Pool Policy  
Administration and Occupancy Policy

(2) Section 8 Management: (list below)

**6. PHA Grievance Procedures**

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

**A. Public Housing**

1. ☐ Yes ☒ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

- X PHA main administrative office  
X PHA development management offices  
☐ Other (list below)

**B. Section 8 Tenant-Based Assistance**

1. ☐ Yes ☐ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

- ☐ PHA main administrative office  
☐ Other (list below)

## **7. Capital Improvement Needs**

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

### **A. Capital Fund Activities**

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

#### **(1) Capital Fund Program Annual Statement**

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

- X The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

- ☐ The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

#### **(2) Optional 5-Year Action Plan**

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

- a. X Yes ☐ No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

- X The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

- ☐ The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

## **B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)**

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

- ☐ Yes ☒ No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
- b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)

- ☐ Revitalization Plan under development
- ☐ Revitalization Plan submitted, pending approval
- ☐ Revitalization Plan approved
- ☐ Activities pursuant to an approved Revitalization Plan underway

- ☐ Yes ☒ No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
- If yes, list development name/s below:

- ☐ Yes ☒ No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
- If yes, list developments or activities below:

- ☐ Yes ☒ No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
- If yes, list developments or activities below:

## **8. Demolition and Disposition**

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. ☐ Yes X No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

## 2. Activity Description

- ☐ Yes ☐ No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

<b>Demolition/Disposition Activity Description</b>
1a. Development name: 1b. Development (project) number:
2. Activity type: Demolition <input type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>(DD/MM/YY)</u>
5. Number of units affected:
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: b. Projected end date of activity:

## **9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities**

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. ☐ Yes X No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or

will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

**2. Activity Description**

- ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

<b>Designation of Public Housing Activity Description</b>
1a. Development name:
1b. Development (project) number:
2. Designation type: Occupancy by only the elderly <input type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA’s Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: <u>(DD/MM/YY)</u>
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected:
7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

**10. Conversion of Public Housing to Tenant-Based Assistance**

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

**A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act**

1. ☐ Yes ☒ No: Have any of the PHA’s developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If “No”, skip to

component 11; if “yes”, complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

## 2. Activity Description

☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 11. If “No”, complete the Activity Description table below.

Conversion of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. What is the status of the required assessment?	
<input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)	
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)	
4. Status of Conversion Plan (select the statement that best describes the current status)	
<input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway	
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)	
<input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: ) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: ) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: ) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)	

**B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937**

**C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937**

**11. Homeownership Programs Administered by the PHA**

[24 CFR Part 903.7 9 (k)]

**A. Public Housing**

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. ☐ Yes ☒ No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

- ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>
1a. Development name: 1b. Development (project) number:
2. Federal Program authority: <input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected:

6. Coverage of action: (select one)

☐ Part of the development

☐ Total development

## B. Section 8 Tenant Based Assistance

1. ☐ Yes X No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

☐ Yes ☐ No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

☐ 25 or fewer participants

☐ 26 - 50 participants

☐ 51 to 100 participants

☐ more than 100 participants

b. PHA-established eligibility criteria

☐ Yes ☐ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

## **12. PHA Community Service and Self-sufficiency Programs**

[24 CFR Part 903.7 9 (I)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

### A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

☐ Yes X No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? DD/MM/YY

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- ☒ Client referrals
- ☒ Information sharing regarding mutual clients (for rent determinations and otherwise)
- ☒ Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
- ☐ Jointly administer programs
- ☐ Partner to administer a HUD Welfare-to-Work voucher program
- ☐ Joint administration of other demonstration program
- ☐ Other (describe)

**B. Services and programs offered to residents and participants**

**(1) General**

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- ☒ Public housing rent determination policies
- ☐ Public housing admissions policies
- ☐ Section 8 admissions policies
- ☐ Preference in admission to section 8 for certain public housing families
- ☐ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- ☐ Preference/eligibility for public housing homeownership option participation
- ☐ Preference/eligibility for section 8 homeownership option participation
- ☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

- ☐ Yes ☒ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If "yes", complete the following table; if "no" skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use. )

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)

## **(2) Family Self Sufficiency program/s**

### **a. Participation Description**

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2005 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing		
Section 8		

- b. ☐ Yes ☐ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?

If no, list steps the PHA will take below:

### **C. Welfare Benefit Reductions**

- The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
  - X Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
  - X Informing residents of new policy on admission and reexamination
  - X Actively notifying residents of new policy at times in addition to admission and reexamination.
  - X Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services

- ☐ Establishing a protocol for exchange of information with all appropriate TANF agencies
- ☐ Other: (list below)

**D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937**

**ELMIRA HOUSING AUTHORITY  
COMMUNITY SERVICE POLICY**

**Board Resolution 2005.76**

**[24 CFR Part 960 Subpart F and 24 CFR 903.7(l)]**

**A. REQUIREMENT**

Each adult resident of the PHA shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for 8 hours per month; or

Perform 8 hours per month of combined activities (community service and economic self-sufficiency program)

Also of the required 8 hours per month of community service, the resident must comply with the following:

*At least eight hours of community service must be performed each month and that an individual may not skip a month and then double up the following month, unless due to special circumstances as approved by the Elmira Housing Authority, and*

*The activities must be performed within the community and not outside the Elmira Housing Authority's jurisdiction*

**B. EXEMPTIONS**

The PHA shall provide an exemption from the community service requirement for any individual who:

Is 62 years of age or older;

Is a blind or disabled individual, as defined under section 216[i][1] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;

Is engaged in a work activity of at least 20 hours per week and as defined in section 407[d] of the Social Security Act;

Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

Is in a family receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

The PHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.

The PHA will permit residents to change exemption status during the year if status changes.

#### Additional Exemptions

If a tenant is pregnant and her condition has been verified with a Drs. Statement, she will be exempt from Community service starting with the 6th month of her pregnancy or earlier if so certified to by her tending physician.

If a tenant has a child at home under the age of 2 years 11 months, they will be exempt from the Community Service requirement during this period.

If a tenant has a handicapped child at home that is not enrolled in school or another program, they will be exempted from the Community Service requirement.

In the event of the above additional exemptions, the tenant will be responsible for notification to the Office of any changes and will be required to fulfill the community service requirements once these exemptions have expired.

#### **C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM**

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by HUD as: Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.

These economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or

household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

In addition to the HUD definition above, the PHA definition includes any of the following:

Participating in the Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan.

Other activities as approved by the PHA on a case-by-case basis.

The PHA will give residents the greatest choice possible in identifying community service opportunities.

The PHA will consider a broad range of self-sufficiency opportunities.

#### **D. ANNUAL DETERMINATIONS**

For each public housing resident subject to the requirement of community service, the PHA shall, at least 30 days before the expiration of each lease term, review and determine the compliance of the resident with the community service requirement.

Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

The PHA will verify compliance at least annually. If qualifying activities are administered by an organization other than the PHA, the PHA will obtain verification of family compliance from such third parties.

Family members will not be permitted to self-certify that they have complied with community service requirements.

#### **E. NONCOMPLIANCE**

If the PHA determines that a resident subject to the community service requirement has not complied with the requirement, the PHA shall notify the resident of such noncompliance, and that:

The determination of noncompliance is subject to the administrative grievance procedure under the PHA's Grievance Procedures; and

Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed, and

The PHA may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the PHA enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-

sufficiency program for or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

The head of household and the noncompliant adult must sign the agreement to cure.

### **Ineligibility for Occupancy for Noncompliance**

The PHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the community service requirement and failed to comply with the requirement.

### **F. PHA RESPONSIBILITY**

The PHA will ensure that all community service programs are accessible for persons with disabilities.

The PHA will ensure that:

The conditions under which the work is to be performed are not hazardous;

The work is not labor that would be performed by the PHA's employees responsible for essential maintenance and property services; or

The work is not otherwise unacceptable.

### **G. PHA IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT**

**The PHA's Community Service program is described in the PHA Plan.**

Elmira Housing Authority  
Community Service Policy  
Board Resolution 2005.76

#### **1. Requirement**

Each adult resident of the EHA shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program for 8 hours per month; or

Perform 8 hours per month of combined activities (community service and economic self-sufficiency program).

***Also of the required 8 hours per month of community service, the resident must comply with the following:***

***at least eight hours of community service must be performed each month and that an individual may not skip a month and then double up the following month, unless due to special circumstances as approved by the Elmira Housing Authority, and***

***the activities must be performed within the community and not outside the Elmira Housing Authority's jurisdiction.***

## 2. Exemptions

The EHA shall provide an exemption from the community service requirement for any individual who:

Is 62 years of age or older;

Is Blind or Disabled Individual, as defined under section 216(i)(1) or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;

An individual claiming this exemption, must certify that because of this disability that he or she is unable to comply with this section.

Is engaged in a work activity as defined in section 407(d) of the Social Security Act;

An individual claiming this exemption must be working a minimum of 20 hours per week

Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

Is in a family receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

The EHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.

The EHA will permit residents to change exemption status during the year if status changes.

## 3. Definition of Economic Self-Sufficiency Program

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by

HUD as: Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.

These economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

In addition to the HUD definition above, the Elmira Housing Authority definition includes any of the following:

Other activities as approved by the Elmira Housing Authority on a case-by-case basis.

The EHA will give residents the greatest choice possible in identifying community service opportunities.

The EHA will consider a broad range of self-sufficiency opportunities.

The PHA will administer its own community service program, with cooperative relationships with other entities.

### **13. PHA Safety and Crime Prevention Measures**

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

#### **A. Need for measures to ensure the safety of public housing residents**

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- ☐ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- X High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- ☐ Residents fearful for their safety and/or the safety of their children
- X Observed lower-level crime, vandalism and/or graffiti
- ☐ People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- ☐ Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- X Safety and security survey of residents
- X Analysis of crime statistics over time for crimes committed “in and around” public housing authority
- X Analysis of cost trends over time for repair of vandalism and removal of graffiti
- X Resident reports
- X PHA employee reports
- X Police reports
- ☐ Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- ☐ Other (describe below)

3. Which developments are most affected? (list below)

**B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year**

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- ☐ Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- ☐ Crime Prevention Through Environmental Design
- ☐ Activities targeted to at-risk youth, adults, or seniors
- ☐ Volunteer Resident Patrol/Block Watchers Program
- X Other (describe below)

**Police Patrol Contract**

**Police Officers Living in Public Housing**

2. Which developments are most affected? (list below)

**C. Coordination between PHA and the police**

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- ☐ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- X Police provide crime data to housing authority staff for analysis and action
- X Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- ☐ Police regularly testify in and otherwise support eviction cases
- X Police regularly meet with the PHA management and residents
- X Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- ☐ Other activities (list below)

2. Which developments are most affected? (list below)

**D. Additional information as required by PHDEP/PHDEP Plan**

PHAs eligible for FY 2005 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- ☐ Yes ☐ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- ☐ Yes ☐ No: Has the PHA included the PHDEP Plan for FY 2005 in this PHA Plan?
- ☐ Yes ☐ No: This PHDEP Plan is an Attachment. (Attachment Filename: \_\_\_\_)

**14. RESERVED FOR PET POLICY**

[24 CFR Part 903.7 9 (n)]

**ELMIRA HOUSING AUTHORITY  
PET POLICY**

**INTRODUCTION**

PHA's have discretion to decide whether or not to develop policies pertaining to the keeping of pets in public housing units. This Chapter explains the PHA's policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the PHA.

The purpose of this policy is to establish the PHA's policy and procedures for ownership of pets in elderly and disabled units and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

*Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.*

**ANIMALS THAT ASSIST PERSONS WITH DISABILITIES**

Pet rules will not be applied to animals that assist persons with disabilities.

To be excluded from the pet policy, the resident/pet owner must certify:

That there is a person with disabilities in the household;

That the animal has been trained to assist with the specified disability

#### **A. MANAGEMENT APPROVAL OF PETS**

All pets must be approved in advance by the PHA management.

**The pet owner must submit and enter into a Pet Agreement with the PHA.**

##### **Registration of Pets**

Pets must be registered with the PHA before they are brought onto the premises.

Registration includes:

Certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Dogs and cats must be spayed or neutered.

Current license for the pet in compliance with local ordinances and requirements.

Execution of a Pet Agreement with the PHA stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet.

Registration must be renewed and will be coordinated with the annual recertification date.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

##### **Refusal To Register Pets**

The PHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

The PHA will refuse to register a pet if:

- a. The pet is not a *common household pet* as defined in this policy;
- b. Keeping the pet would violate any House Pet Rules;

- c. The pet owner fails to provide complete pet registration information, or fails to update the registration annually;
- d. The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease. The notice of refusal may be combined with a notice of a pet violation.

A resident who cares for another resident's pet must notify the PHA and agree to abide by all of the pet rules in writing.

## **B. STANDARDS FOR PETS**

Pet rules will not be applied to animals that assist persons with disabilities.

### **Persons With Disabilities**

To be excluded from the pet policy, the resident/pet owner must certify:

- That there is a person with disabilities in the household;
- That the animal has been trained to assist with the specified disability; and

### **Types of Pets Allowed**

No types of pets other than the following may be kept by a resident.  
Tenants are not permitted to have more than one *type* of pet.

#### **1. Dogs**

- Maximum number: 1
- Maximum adult weight: 25 pounds
- Must be housebroken
- Must be spayed or neutered
- Must have all required inoculations
- Must be licensed as specified now or in the future by State law and local ordinance

#### **2. Cats**

- Maximum number 1
- Must be spayed or neutered
- Must have all required inoculations
- Must be trained to use a litter box or other waste receptacle
- Must be licensed as specified now or in the future by State law or local ordinance

3. Birds

Maximum number 2

Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size 10 gallons

Must be maintained on an approved stand

5. Rodents (Rabbit , guinea pig, hamster, or gerbil ONLY)

Maximum number 2

Must be enclosed in an acceptable cage at all times

Must have any or all inoculations as specified now or in the future by State law or local ordinance

6. Turtles

Maximum number 2

Must be enclosed in an acceptable cage or container at all times.

**C. PETS TEMPORARILY ON THE PREMISES**

Pets which are not owned by a tenant will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization.

**D. DESIGNATION OF PET/NO-PET AREAS**

*This section is subject to State and local law.*

**E. ADDITIONAL FEES AND DEPOSITS FOR PETS**

The resident/pet owner shall be required to pay a refundable deposit for the purpose of defraying all reasonable costs directly attributable to the presence of a dog or cat.

An initial payment of \$100 on or prior to the date the pet is properly registered and brought into the apartment, and;

Monthly payments in an amount no less than \$50 until the specified deposit has been paid.

The PHA reserves the right to change or increase the required deposit by amendment to these rules.

#### **F. ALTERATIONS TO UNIT**

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

#### **G. PET WASTE REMOVAL CHARGE**

A separate pet waste removal charge of \$25 per occurrence will be assessed against the resident for violations of the pet policy.

Pet deposit and pet waste removal charges are not part of rent payable by the resident.

All reasonable expenses incurred by the PHA as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including:

- The cost of repairs and replacements to the dwelling unit;
- Fumigation of the dwelling unit.

If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount which exceeds the pet deposit.

The pet deposit will be refunded when the resident moves out or no longer has a pet on the premises, whichever occurs first.

The expense of flea disinfestations shall be the responsibility of the resident.

#### **H. PET AREA RESTRICTIONS**

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Residents/Pet Owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

#### **I. NOISE**

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

#### **J. CLEANLINESS REQUIREMENTS**

Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit.

Removal of Waste From Other Locations. The Resident/Pet Owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it.

Any unit occupied by a dog, cat, or rodent will be fumigated at the time the unit is vacated.

The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

#### **K. PET CARE**

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 4 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

#### **L. RESPONSIBLE PARTIES**

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

#### **M. INSPECTIONS**

The PHA may, after reasonable notice (48 hrs.) to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

#### **N. PET RULE VIOLATIONS**

##### **Pet Rule Violation Notice**

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) which were violated. The notice will also state:

1. That the resident/pet owner has **5** days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;
2. That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
3. That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner requests a meeting within the 5 day period, the meeting will be scheduled no later than 3 calendar days before the effective date of service of the notice, unless the pet owner agrees to a later date in writing.

#### **O. NOTICE FOR PET REMOVAL**

If the resident/pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

The Notice shall contain:

1. A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated;
2. The requirement that the resident /pet owner must remove the pet within **10** days of the notice; and
3. A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

#### **P. TERMINATION OF TENANCY**

The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

#### **Q. PET REMOVAL**

If the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the owner unable to care for the pet, (includes pets who are poorly cared for or have been left unattended for over **4** hours, the situation will be reported to the Responsible Party designated by the resident/pet owner.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or local agency and request the removal of the pet.

#### **R. EMERGENCIES**

The PHA will take all necessary steps to insure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat

to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

## **15. Civil Rights Certifications**

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

## **16. Fiscal Audit**

[24 CFR Part 903.7 9 (p)]

1. X Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?  
(If no, skip to component 17.)
2. X Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☐ Yes X No: Were there any findings as the result of that audit?
4. ☐ Yes ☐ No: If there were any findings, do any remain unresolved?  
If yes, how many unresolved findings remain? \_\_\_\_\_
5. ☐ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD?  
If not, when are they due (state below)?

## **17. PHA Asset Management**

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. X Yes ☐ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)  
☐ Not applicable  
☐ Private management  
X Development-based accounting  
☐ Comprehensive stock assessment  
X Other: (list below) **Implement Project Based Budgeting and Accounting Funding System by December 31, 2006**

**Implement Project Based Asset Management System  
By December 31, 2010**

3. ☐ Yes X No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

## **18. Other Information**

[24 CFR Part 903.7 9 (r)]

### **A. Resident Advisory Board Recommendations**

1. ☐ Yes X No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
- ☐ Attached at Attachment (File name)
- X Provided below:

### **COMMENTS WRITTEN FROM PUBLIC HEARING**

**NO COMMENTS, WRITTEN, OR VERBAL WERE RECEIVED BEFORE OR AT THE PUBLIC HEARING ON AUGUST 30, 2005 AT 2:00 P.M.**

This information was presented to the Elmira Housing Authority Board of Commissioners at the Board meeting of September 29, 2005, and so noted by Board Resolution #2005.86.

3. In what manner did the PHA address those comments? (select all that apply)
- ☐ Considered comments, but determined that no changes to the PHA Plan were necessary.
- ☐ The PHA changed portions of the PHA Plan in response to comments
- List changes below:

X Other: (list below)

Comments:

### **B. Description of Election process for Residents on the PHA Board**

1. ☐ Yes X No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2. X Yes ☐ No: Were the residents who serve on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

### **3. Description of Resident Election Process**

a. Nomination of candidates for place on the ballot: (select all that apply)

- ☐ Candidates were nominated by resident and assisted family organizations
- ☐ Candidates could be nominated by any adult recipient of PHA assistance
- ☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot

X Other: (describe **A candidate for membership on the Board, otherwise qualifies to serve as a tenant representative, shall be sponsored by not less than forty-five of the residents entitles to vote in the election (EHA by law 6/21/75)**)

b. Eligible candidates: (select one)

- ☐ Any recipient of PHA assistance
- ☐ Any head of household receiving PHA assistance
- X Any adult recipient of PHA assistance
- ☐ Any adult member of a resident or assisted family organization
- ☐ Other (list)

c. Eligible voters: (select all that apply)

- X All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- ☐ Representatives of all PHA resident and assisted family organizations
- ☐ Other (list)

### **C. Statement of Consistency with the Consolidated Plan**

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (provide name here)

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- X The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- ☐ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- X The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- X Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
- ☐ Other: (list below)

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

The City of Elmira has included the entire Goals and objectives of the Elmira Housing Authority's Agency Annual Plan and Five Year Action Plan in its 2005 City of Elmira Consolidated Plan

**D. Other Information Required by HUD**

Use this section to provide any additional information requested by HUD.

**Resident Commissioners on the Elmira Housing Authority Board**

**There will be two Resident Commissioners on the Elmira Housing Authority Board. The two Resident Commissioners will serve staggered two-year terms.**

**There selection is by election as provided by Section 30(5) of the New York State Public Housing law.**

**Mary Gage (Bragg Towers) term expires March 22, 2007  
Denise Clark (Hoffman Plaza) term expires March 22, 2006**

**Membership of the Resident Advisory Board**

**The Resident Advisory Committee is established by the Elmira Housing Authority Board Resolution 99.13**

**Whereas that the officers of each Resident Council (Bragg Towers, Flannery apartments, and Hoffman plaza) be and herby are appointed as the Resident Advisory Board for the Elmira Housing Authority for the development of Elmira Housing Authority Agency Plan.**

**The following are the members:**

**Bragg Towers:**

**Bernice Johnston, Sam Hackett, Frances Wrenn, Lillian Williams**

**Flannery Towers:**

**Sylvia Mason, Ken Washburn, John Noonan, Betty Reed**

**Hoffman Plaza:**

**Natalie Olson, Denise Clark, Andrea Roman**

## **Attachments**

Use this section to provide any additional attachments referenced in the Plans.

# **Elmira Housing Authority Action Plan Table Library**

## **Component 7 Capital Fund Program Annual Statement Parts I, II, and II**

This section contains:

Annual Statement/Performance & Evaluation Report for the period ending 6/30/2005 for:

1. NY06P03050104 (Revision #3)
2. NY06P03050105 (Original Budget)

Original Annual Statement plus 5-Year Action Plan for the following program:

1. NY06P03050106

Original Annual Statement plus 5-Year Action Plan for the following program:

1. Capital Fund Financing Program

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Elmira Housing Authority	Grant Type and Number: Capital Fund Program Grant No.: NY06P03050104 Replacement Housing Factor Grant No.: _____	Federal FFY of Grant: 2004
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<input type="checkbox"/> Original Annual Statement	<input type="checkbox"/> Reserve for Disasters/Emergencies	<input type="checkbox"/> Revised Annual statement (revision no: 3 )
<input checked="" type="checkbox"/> Performance and Evaluation report for Program Year Ending 6/30/2005	<input type="checkbox"/> Final Performance and Evaluation Report	

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CFP Funds	0.00	0.00	0.00	0.00
2	1406 Operations	70,470.00	70,470.00	70,470.00	70,470.00
3	1408 Management Improvements	56,500.00	56,500.00	50,960.00	18,052.17
4	1410 Administration	64,342.93	64,342.93	58,086.27	14,858.71
5	1411 Audit	0.00	0.00	0.00	0.00
6	1415 Liquidated Damages	0.00	0.00	0.00	0.00
7	1430 Fees and Costs	30,000.00	30,000.00	30,000.00	7,209.25
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	45,000.00	45,000.00	22,740.00	0.00
10	1460 Dwelling Structures	197,801.14	211,801.14	115,028.76	13,028.76
11	1465.1 Dwelling Equipment - Nonexpendable	95,800.00	95,800.00	58,000.00	0.00
12	1470 Nondwelling Structures	0.00	0.00	0.00	0.00
13	1475 Nondwelling Equipment	146,012.00	132,012.00	46,012.00	46,012.00
14	1485 Demolition	0.00	0.00	0.00	0.00
15	1490 Replacement Reserve	0.00	0.00	0.00	0.00
16	1492 Moving to Work Demonstration	0.00	0.00	0.00	0.00
17	1495.1 Relocation Costs	0.00	0.00	0.00	0.00
18	1499 Development Activities	0.00	0.00	0.00	0.00
19	1501 Collateralization or Debt Service	0.00	0.00	0.00	0.00
20	1502 Contingency	20,354.93	20,354.93	0.00	0.00
21	Amount of Annual Grant (sum of lines 2 - 20)	726,281.00	726,281.00	451,297.03	169,630.89
22	Amount of line 21 Related to LBP Activities	0.00	0.00	0.00	0.00
23	Amount of line 21 Related to Section 504 Compliance	0.00	0.00	0.00	0.00
24	Amount of line 21 Related to Security - Soft Costs	52,500.00	52,500.00	50,000.00	17,092.17
25	Amount of line 21 Related to Security - Hard Costs	0.00	0.00	0.00	0.00
26	Amount of line 21 Related to Energy Conservation Measures	241,812.00	227,812.00	104,012.00	46,012.00

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund program Replacment Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name:			Grant Type and Number:					Federal FY of Grant:
Elmira Housing Authority			Capital Fund Program Grant No.: NY06P03050104 Revision #3 (NB)					2004
Replacement Housing Factor Grant No.:								
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised (1)	Funds Obligated	Funds Expended	
HA-Wide	Operations	1406		70,470.00	70,470.00	70,470.00	70,470.00	
HA-Wide	Management Improvements	1408						
	Drug Enforcement Personnel			50,000.00	50,000.00	50,000.00	17,092.17	
	Staff Training			2,000.00	2,000.00	960.00	960.00	
	Security Improvements			2,500.00	2,500.00	0.00	0.00	
	Resident Training for Self-Sufficiency			2,000.00	2,000.00	0.00	0.00	
	Total for Management Improvements			56,500.00	56,500.00	50,960.00	18,052.17	
HA-Wide	Administration	1410						
	Modernization Coordinator	1410		55,000.00	55,000.00	55,000.00	11,772.44	
	Printing & Advertising	1410.12		6,000.00	6,000.00	1,576.50	1,576.50	
	Admin. Sundry	1410.19		3,342.93	3,342.93	1,509.77	1,509.77	
	Total for Administration			64,342.93	64,342.93	58,086.27	14,858.71	
HA-Wide	Fees & Costs							
	Architectural & Engineering Fees	1430		30,000.00	30,000.00	30,000.00	7,209.25	
	Total for Fees & Costs			30,000.00	30,000.00	30,000.00	7,209.25	
HA-Wide	Nondwelling Structures	1470						
	Total for Nondwelling Structures			0.00	0.00	0.00	0.00	
HA-Wide	Nondwelling Equipment	1475						
	Total for Nondwelling Equipment			0.00	0.00	0.00	0.00	
HA-Wide	Relocation Cost	1495.1		0.00	0.00	0.00	0.00	
HA-Wide	Collateralization or Debt Service	1501						
	Bond Payment			0.00	0.00	0.00	0.00	
HA-Wide	Contingency	1502		20,354.93	20,354.93	0.00	0.00	

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund program Replacment Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name:			Grant Type and Number:				Federal FY of Grant:	
Elmira Housing Authority			Capital Fund Program Grant No.: NY06P03050104 Revision #3 (NB)				2004	
			Replacement Housing Factor Grant No.:					
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
NY030001 Hoffman Plaza	<b>Site Improvement</b>	<b>1450</b>						
	Parking & Sidewalks			35,000.00	35,000.00	22,740.00	0.00	
	Total for Site Improvement			35,000.00	35,000.00	22,740.00	0.00	
	<b>Dwelling Structures</b>	<b>1460</b>						
	Replace Kitchen Cabinets			25,000.00	25,000.00	755.47	755.47	
	Repl. Closet doors			10,000.00	10,000.00	847.15	847.15	
	Repl. BR & Bath Doors			5,625.00	5,625.00	0.00	0.00	
	Security Screens			35,000.00	35,000.00	0.00	0.00	
	Total for Dwelling Structures			75,625.00	75,625.00	1,602.62	1,602.62	
	<b>Dwelling Equipment - Nonexpendable</b>	<b>1465.1</b>						
	Total for Dwelling Equipment - Nonexp.			0.00	0.00	0.00	0.00	
	<b>Nondwelling Structures</b>	<b>1470</b>						
	Total for Nondwelling Structures			0.00	0.00	0.00	0.00	
	<b>Nondwelling Equipment</b>	<b>1475</b>						
	Total for Nondwelling Equipment			0.00	0.00	0.00	0.00	

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund program Replacment Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name:			Grant Type and Number:					Federal FY of Grant:	
Elmira Housing Authority			Capital Fund Program Grant No.: NY06P03050104 Revision #3 (NB)					2004	
			Replacement Housing Factor Grant No.:						
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)	
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)		
NY030002 George E. Bragg Towers	Site Improvement	1450							
	Parking & Sidewalks			5,000.00	5,000.00	0.00	0.00		
	Total for Site Improvement			5,000.00	5,000.00	0.00	0.00		
	Dwelling Structures	1460							
	Balcony Repairs			40,750.00	40,750.00	18,000.00	0.00		
	Smoke Detectors			11,426.14	11,426.14	11,426.14	11,426.14		
	Total for Dwelling Structures			52,176.14	52,176.14	29,426.14	11,426.14		
	Dwelling Equipment - Nonexpendable	1465.1							
	Total for Dwelling Equipment - Nonexp.			0.00	0.00	0.00	0.00		
Nondwelling Structures	1470								
Total for Nondwelling Structures			0.00	0.00	0.00	0.00			
Nondwelling Equipment	1475								
Hall Ventilation				15,670.00	15,670.00	15,670.00	15,670.00	contract complete	
Emergency Generator				50,000.00	50,000.00	0.00	0.00		
Total for Nondwelling Equipment				65,670.00	65,670.00	15,670.00	15,670.00		

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund program Replacment Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name:			Grant Type and Number:					Federal FY of Grant:	
Elmira Housing Authority			Capital Fund Program Grant No.: NY06P03050104 Revision #3 (NB)					2004	
			Replacement Housing Factor Grant No.:						
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)	
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)		
NY030004 Edward Flannery Apartments	<b>Site Improvement</b>	<b>1450</b>							
	Parking & Sidewalks			5,000.00	5,000.00	0.00	0.00		
	Total for Site Improvement			5,000.00	5,000.00	0.00	0.00		
	<b>Dwelling Structures</b>	<b>1460</b>							
	Kitchen Cabinets & Flooring			50,000.00	60,000.00	60,000.00	0.00		
	Lobby Renovations			20,000.00	24,000.00	24,000.00	0.00		
	Total for Dwelling Structures			70,000.00	84,000.00	84,000.00	0.00		
	<b>Dwelling Equipment - Nonexpendable</b>	<b>1465.1</b>							
	Bath exhaust roof units			49,000.00	49,000.00	29,000.00	0.00		
	Kitchen roof exhausts			46,800.00	46,800.00	29,000.00	0.00		
	Total for Dwelling Equipment - Nonexp.			95,800.00	95,800.00	58,000.00	0.00		
	<b>Nondwelling Structures</b>	<b>1470</b>							
Total for Nondwelling Structures			0.00	0.00	0.00	0.00			
<b>Nondwelling Equipment</b>	<b>1475</b>								
Hall Ventilation			30,342.00	30,342.00	30,342.00	30,342.00	contract complete		
Emergency Generator			50,000.00	36,000.00	0.00	0.00			
Total for Nondwelling Equipment			80,342.00	66,342.00	30,342.00	30,342.00			

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund program Replacment Housing Factor (CFP/CFPRHF)**  
**Part III: Implementation Schedule**

PHA Name:	<b>Grant Type and Number</b>	<b>Federal FY of Grant:</b>
Elmira Housing Authority	Capital Fund Program No.: NY06P03050104 Revision #3 (NB) Replacement Housing Factor No.:	2004

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
NY030001 Hoffman Pl.	3/31/2006			3/31/2007			
NY030002 Bragg Towers	3/31/2006			3/31/2007			
NY030004 Flannery Apartments	3/31/2006			3/31/2007			
HA-Wide Management Improvements	3/31/2006			3/31/2007			
Administration	3/31/2006			3/31/2007			
Fees & Costs	3/31/2006			3/31/2007			
Contingency	3/31/2006			3/31/2007			
Operations	3/31/2006			3/31/2007			

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Elmira Housing Authority	Grant Type and Number: Capital Fund Program Grant No.: NY06P03050105 Replacement Housing Factor Grant No.: _____	Federal FFY of Grant: 2005
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<input type="checkbox"/> Original Annual Statement	<input type="checkbox"/> Reserve for Disasters/Emergencies	<input type="checkbox"/> Revised Annual statement (revision no: _____)
<input checked="" type="checkbox"/> Performance and Evaluation report for Program Year Ending 6/30/2005	<input type="checkbox"/> Final Performance and Evaluation Report	

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CFP Funds	0.00	0.00	0.00	0.00
2	1406 Operations	62,400.00	62,400.00	0.00	0.00
3	1408 Management Improvements	56,500.00	56,500.00	0.00	0.00
4	1410 Administration	61,500.00	61,500.00	0.00	0.00
5	1411 Audit	0.00	0.00	0.00	0.00
6	1415 Liquidated Damages	0.00	0.00	0.00	0.00
7	1430 Fees and Costs	25,000.00	25,000.00	0.00	0.00
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	40,000.00	40,000.00	0.00	0.00
10	1460 Dwelling Structures	135,000.00	135,000.00	0.00	0.00
11	1465.1 Dwelling Equipment - Nonexpendable	0.00	0.00	0.00	0.00
12	1470 Nondwelling Structures	0.00	0.00	0.00	0.00
13	1475 Nondwelling Equipment	0.00	0.00	0.00	0.00
14	1485 Demolition	0.00	0.00	0.00	0.00
15	1490 Replacement Reserve	0.00	0.00	0.00	0.00
16	1492 Moving to Work Demonstration	0.00	0.00	0.00	0.00
17	1495.1 Relocation Costs	0.00	0.00	0.00	0.00
18	1499 Development Activities	0.00	0.00	0.00	0.00
19	1501 Collateralization or Debt Service	232,378.00	232,378.00	0.00	0.00
20	1502 Contingency	11,253.00	11,253.00	0.00	0.00
21	Amount of Annual Grant (sum of lines 2 - 20)	624,031.00	624,031.00	0.00	0.00
22	Amount of line 21 Related to LBP Activities	0.00	0.00	0.00	0.00
23	Amount of line 21 Related to Section 504 Compliance	0.00	0.00	0.00	0.00
24	Amount of line 21 Related to Security - Soft Costs	52,500.00	52,500.00	0.00	0.00
25	Amount of line 21 Related to Security - Hard Costs	0.00	0.00	0.00	0.00
26	Amount of line 21 Related to Energy Conservation Measures	0.00	0.00	0.00	0.00

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund program Replacment Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name:			Grant Type and Number:				Federal FY of Grant:	
Elmira Housing Authority			Capital Fund Program Grant No.: NY06P03050105 Original Budget				2005	
			Replacement Housing Factor Grant No.:					
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised (1)	Funds Obligated	Funds Expended	
HA-Wide	<b>Operations</b>	<b>1406</b>		62,400.00	62,400.00	0.00	0.00	
HA-Wide	<b>Management Improvements</b>	<b>1408</b>						
	Drug Enforcement Personnel			50,000.00	50,000.00	0.00	0.00	
	Staff Training			2,000.00	2,000.00	0.00	0.00	
	Security Improvements			2,500.00	2,500.00	0.00	0.00	
	Resident Training for Self-Sufficiency			2,000.00	2,000.00	0.00	0.00	
	Total for Management Improvements			56,500.00	56,500.00	0.00	0.00	
HA-Wide	<b>Administration</b>	<b>1410</b>						
	Modernization Coordinator	1410		55,000.00	55,000.00	0.00	0.00	
	Printing & Advertising	1410.12		4,000.00	4,000.00	0.00	0.00	
	Admin. Sundry	1410.19		2,500.00	2,500.00	0.00	0.00	
	Total for Administration			61,500.00	61,500.00	0.00	0.00	
HA-Wide	<b>Fees &amp; Costs</b>							
	Architectural & Engineering Fees	<b>1430</b>		25,000.00	25,000.00	0.00	0.00	
	Total for Fees & Costs			25,000.00	25,000.00	0.00	0.00	
HA-Wide	<b>Nondwelling Structures</b>	<b>1470</b>						
	Total for Nondwelling Structures			0.00	0.00	0.00	0.00	
HA-Wide	<b>Nondwelling Equipment</b>	<b>1475</b>						
	Total for Nondwelling Equipment			0.00	0.00	0.00	0.00	
HA-Wide	<b>Relocation Cost</b>	<b>1495.1</b>		0.00	0.00	0.00	0.00	
HA-Wide	Collateralization or Debt Service	<b>1501</b>						
	Bond Payment			232,378.00	232,378.00	0.00	0.00	
	Total for Collateralization or Debt Service			232,378.00	232,378.00	0.00	0.00	
HA-Wide	<b>Contingency</b>	<b>1502</b>		11,253.00	11,253.00	0.00	0.00	

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund program Replacment Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name:			Grant Type and Number:				Federal FY of Grant:	
Elmira Housing Authority			Capital Fund Program Grant No.: NY06P03050105 Original Budget				2005	
			Replacement Housing Factor Grant No.:					
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
NY030001 Hoffman Plaza	<b>Site Improvement</b>	<b>1450</b>						
	Paving & Resealing			15,000.00	15,000.00	0.00	0.00	
	Walkway Repairs			5,000.00	5,000.00	0.00	0.00	
	Total for Site Improvement			20,000.00	20,000.00	0.00	0.00	
	<b>Dwelling Structures</b>	<b>1460</b>						
	Apt. Modifications			45,000.00	45,000.00	0.00	0.00	
	Replace Closet doors			10,000.00	10,000.00	0.00	0.00	
	Repl. BR & Bath Doors			5,000.00	5,000.00	0.00	0.00	
	Kitchen Cabinets			0.00	0.00	0.00	0.00	
	Total for Dwelling Structures			60,000.00	60,000.00	0.00	0.00	
	<b>Dwelling Equipment - Nonexpendable</b>	<b>1465.1</b>						
	Total for Dwelling Equipment - Nonexp.			0.00	0.00	0.00	0.00	
	<b>Nondwelling Structures</b>	<b>1470</b>						
	Total for Nondwelling Structures			0.00	0.00	0.00	0.00	
	<b>Nondwelling Equipment</b>	<b>1475</b>						
	Total for Nondwelling Equipment			0.00	0.00	0.00	0.00	

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund program Replacment Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name:			Grant Type and Number:					Federal FY of Grant:	
Elmira Housing Authority			Capital Fund Program Grant No.: NY06P03050105 Original Budget					2005	
Replacement Housing Factor Grant No.:									
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)	
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)		
NY030002 George E. Bragg Towers	Site Improvement	1450							
	Walkway Repairs			10,000.00	10,000.00	0.00	0.00		
	Total for Site Improvement			10,000.00	10,000.00	0.00	0.00		
	Dwelling Structures	1460							
	Balcony Repairs			0.00	0.00	0.00	0.00		
	Total for Dwelling Structures			0.00	0.00	0.00	0.00		
	Dwelling Equipment - Nonexpendable	1465.1							
	Total for Dwelling Equipment - Nonexp.			0.00	0.00	0.00	0.00		
	Nondwelling Structures	1470							
	Total for Nondwelling Structures			0.00	0.00	0.00	0.00		
	Nondwelling Equipment	1475							
	Total for Nondwelling Equipment			0.00	0.00	0.00	0.00		

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund program Replacment Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name:			Grant Type and Number:				Federal FY of Grant:	
Elmira Housing Authority			Capital Fund Program Grant No.: NY06P03050105 Original Budget				2005	
			Replacement Housing Factor Grant No.:					
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
NY030004 Edward Flannery Apartments	<b>Site Improvement</b>	<b>1450</b>						
	Walkway Repairs			10,000.00	10,000.00	0.00	0.00	
	Total for Site Improvement			10,000.00	10,000.00	0.00	0.00	
	<b>Dwelling Structures</b>	<b>1460</b>						
	Kitchen Cabinets & Flooring			75,000.00	75,000.00	0.00	0.00	
	Total for Dwelling Structures			75,000.00	75,000.00	0.00	0.00	
	<b>Dwelling Equipment - Nonexpendable</b>	<b>1465.1</b>						
	Total for Dwelling Equipment - Nonexp.			0.00	0.00	0.00	0.00	
	<b>Nondwelling Structures</b>	<b>1470</b>						
	Total for Nondwelling Structures			0.00	0.00	0.00	0.00	
	<b>Nondwelling Equipment</b>	<b>1475</b>						
	Total for Nondwelling Equipment			0.00	0.00	0.00	0.00	

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund program Replacment Housing Factor (CFP/CFPRHF)**  
**Part III: Implementation Schedule**

PHA Name:	<b>Grant Type and Number</b>	<b>Federal FY of Grant:</b>
Elmira Housing Authority	Capital Fund Program No.: NY06P03050105 Original Budget Replacement Housing Factor No.:	2005

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
NY030001 Hoffman Pl.	3/31/2007			3/31/2008			
NY030002 Bragg Towers	3/31/2007			3/31/2008			
NY030004 Flannery Apartments	3/31/2007			3/31/2008			
HA-Wide Management Improvements	3/31/2007			3/31/2008			
Administration	3/31/2007			3/31/2008			
Fees & Costs	3/31/2007			3/31/2008			
Contingency	3/31/2007			3/31/2008			
Operations	3/31/2007			3/31/2008			

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Elmira Housing Authority	Grant Type and Number: Capital Fund Program Grant No.: NY06P03050106 Replacement Housing Factor Grant No.: _____	Federal FFY of Grant: 2006
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<input checked="" type="checkbox"/> Original Annual Statement	<input type="checkbox"/> Reserve for Disasters/Emergencies	<input type="checkbox"/> Revised Annual statement (revision no: _____)
<input type="checkbox"/> Performance and Evaluation report for Program Year Ending _____	<input type="checkbox"/> Final Performance and Evaluation Report	

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CFP Funds	0.00	0.00	0.00	0.00
2	1406 Operations	62,400.00	62,400.00	0.00	0.00
3	1408 Management Improvements	56,500.00	56,500.00	0.00	0.00
4	1410 Administration	61,500.00	61,500.00	0.00	0.00
5	1411 Audit	0.00	0.00	0.00	0.00
6	1415 Liquidated Damages	0.00	0.00	0.00	0.00
7	1430 Fees and Costs	25,000.00	25,000.00	0.00	0.00
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	20,000.00	20,000.00	0.00	0.00
10	1460 Dwelling Structures	95,000.00	95,000.00	0.00	0.00
11	1465.1 Dwelling Equipment - Nonexpendable	0.00	0.00	0.00	0.00
12	1470 Nondwelling Structures	0.00	0.00	0.00	0.00
13	1475 Nondwelling Equipment	45,000.00	45,000.00	0.00	0.00
14	1485 Demolition	0.00	0.00	0.00	0.00
15	1490 Replacement Reserve	0.00	0.00	0.00	0.00
16	1492 Moving to Work Demonstration	0.00	0.00	0.00	0.00
17	1495.1 Relocation Costs	0.00	0.00	0.00	0.00
18	1499 Development Activities	0.00	0.00	0.00	0.00
19	1501 Collateralization or Debt Service	228,995.80	228,995.80	0.00	0.00
20	1502 Contingency	29,635.20	29,635.20	0.00	0.00
21	Amount of Annual Grant (sum of lines 2 - 20)	624,031.00	624,031.00	0.00	0.00
22	Amount of line 21 Related to LBP Activities	0.00	0.00	0.00	0.00
23	Amount of line 21 Related to Section 504 Compliance	0.00	0.00	0.00	0.00
24	Amount of line 21 Related to Security - Soft Costs	52,500.00	52,500.00	0.00	0.00
25	Amount of line 21 Related to Security - Hard Costs	0.00	0.00	0.00	0.00
26	Amount of line 21 Related to Energy Conservation Measures	0.00	0.00	0.00	0.00

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund program Replacment Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name:			Grant Type and Number:				Federal FY of Grant:	
Elmira Housing Authority			Capital Fund Program Grant No.: NY06P03050106 Original Budget				2006	
			Replacement Housing Factor Grant No.:					
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised (1)	Funds Obligated	Funds Expended	
HA-Wide	<b>Operations</b>	<b>1406</b>		62,400.00	62,400.00	0.00	0.00	
HA-Wide	<b>Management Improvements</b>	<b>1408</b>						
	Drug Enforcement Personnel			50,000.00	50,000.00	0.00	0.00	
	Staff Training			2,000.00	2,000.00	0.00	0.00	
	Security Improvements			2,500.00	2,500.00	0.00	0.00	
	Resident Training for Self-Sufficiency			2,000.00	2,000.00	0.00	0.00	
	Total for Management Improvements			56,500.00	56,500.00	0.00	0.00	
HA-Wide	<b>Administration</b>	<b>1410</b>						
	Modernization Coordinator	1410		55,000.00	55,000.00	0.00	0.00	
	Printing & Advertising	1410.12		4,000.00	4,000.00	0.00	0.00	
	Admin. Sundry	1410.19		2,500.00	2,500.00	0.00	0.00	
	Total for Administration			61,500.00	61,500.00	0.00	0.00	
HA-Wide	<b>Fees &amp; Costs</b>							
	Architectural & Engineering Fees	<b>1430</b>		25,000.00	25,000.00	0.00	0.00	
	Total for Fees & Costs			25,000.00	25,000.00	0.00	0.00	
HA-Wide	<b>Nondwelling Structures</b>	<b>1470</b>						
	Total for Nondwelling Structures			0.00	0.00	0.00	0.00	
HA-Wide	<b>Nondwelling Equipment</b>	<b>1475</b>						
	Total for Nondwelling Equipment			0.00	0.00	0.00	0.00	
HA-Wide	<b>Relocation Cost</b>	<b>1495.1</b>		0.00	0.00	0.00	0.00	
HA-Wide	Collateralization or Debt Service	<b>1501</b>						
	Bond Payment			228,995.80	228,995.80	0.00	0.00	
	Total for Collateralization or Debt Service			228,995.80	228,995.80	0.00	0.00	
HA-Wide	<b>Contingency</b>	<b>1502</b>		29,635.20	29,635.20	0.00	0.00	

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund program Replacment Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name:			Grant Type and Number:				Federal FY of Grant:	
Elmira Housing Authority			Capital Fund Program Grant No.: NY06P03050106 Original Budget				2006	
			Replacement Housing Factor Grant No.:					
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
NY030001 Hoffman Plaza	<b>Site Improvement</b>	<b>1450</b>						
	Demolition			5,000.00	5,000.00	0.00	0.00	
	Walkway Repairs			5,000.00	5,000.00	0.00	0.00	
	Total for Site Improvement			10,000.00	10,000.00	0.00	0.00	
	<b>Dwelling Structures</b>	<b>1460</b>						
	Apt. Modifications			30,000.00	30,000.00	0.00	0.00	
	Replace Closet doors			5,000.00	5,000.00	0.00	0.00	
	Repl. BR & Bath Doors			5,000.00	5,000.00	0.00	0.00	
	Total for Dwelling Structures			40,000.00	40,000.00	0.00	0.00	
	<b>Dwelling Equipment - Nonexpendable</b>	<b>1465.1</b>						
	Total for Dwelling Equipment - Nonexp.			0.00	0.00	0.00	0.00	
	<b>Nondwelling Structures</b>	<b>1470</b>						
	Total for Nondwelling Structures			0.00	0.00	0.00	0.00	
	<b>Nondwelling Equipment</b>	<b>1475</b>						
	Total for Nondwelling Equipment			0.00	0.00	0.00	0.00	

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund program Replacment Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name:			Grant Type and Number:				Federal FY of Grant:	
Elmira Housing Authority			Capital Fund Program Grant No.: NY06P03050106 Original Budget				2006	
			Replacement Housing Factor Grant No.:					
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
NY030002 George E. Bragg Towers	<b>Site Improvement</b>	<b>1450</b>						
	Exterior Lighting			10,000.00	10,000.00	0.00	0.00	
	Total for Site Improvement			10,000.00	10,000.00	0.00	0.00	
	<b>Dwelling Structures</b>	<b>1460</b>						
	Total for Dwelling Structures			0.00	0.00	0.00	0.00	
	<b>Dwelling Equipment - Nonexpendable</b>	<b>1465.1</b>						
	Total for Dwelling Equipment - Nonexp.			0.00	0.00	0.00	0.00	
	<b>Nondwelling Structures</b>	<b>1470</b>						
	Total for Nondwelling Structures			0.00	0.00	0.00	0.00	
	<b>Nondwelling Equipment</b>	<b>1475</b>						
	Trashroom equipment			45,000.00	45,000.00	0.00	0.00	
	Total for Nondwelling Equipment			45,000.00	45,000.00	0.00	0.00	

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund program Replacment Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name:			Grant Type and Number:				Federal FY of Grant:	
Elmira Housing Authority			Capital Fund Program Grant No.: NY06P03050106 Original Budget				2006	
			Replacement Housing Factor Grant No.:					
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
NY030004 Edward Flannery Apartments	<b>Site Improvement</b>	<b>1450</b>						
	Total for Site Improvement			0.00	0.00	0.00	0.00	
	<b>Dwelling Structures</b>	<b>1460</b>						
	Kitchen Cabinets & Flooring			40,000.00	40,000.00	0.00	0.00	
	Lobby Renovations			15,000.00	15,000.00	0.00	0.00	
	Total for Dwelling Structures			55,000.00	55,000.00	0.00	0.00	
	<b>Dwelling Equipment - Nonexpendable</b>	<b>1465.1</b>						
	Total for Dwelling Equipment - Nonexp.			0.00	0.00	0.00	0.00	
	<b>Nondwelling Structures</b>	<b>1470</b>						
	Total for Nondwelling Structures			0.00	0.00	0.00	0.00	
	<b>Nondwelling Equipment</b>	<b>1475</b>						
	Total for Nondwelling Equipment			0.00	0.00	0.00	0.00	

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund program Replacment Housing Factor (CFP/CFPRHF)**  
**Part III: Implementation Schedule**

PHA Name:	<b>Grant Type and Number</b>	<b>Federal FY of Grant:</b>
Elmira Housing Authority	Capital Fund Program No.: NY06P03050106 Original Budget Replacement Housing Factor No.:	2006

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
NY030001 Hoffman Pl.	3/31/2008			3/31/2009			
NY030002 Bragg Towers	3/31/2008			3/31/2009			
NY030004 Flannery Apartments	3/31/2008			3/31/2009			
HA-Wide Management Improvements	3/31/2008			3/31/2009			
Administration	3/31/2008			3/31/2009			
Fees & Costs	3/31/2008			3/31/2009			
Contingency	3/31/2008			3/31/2009			
Operations	3/31/2008			3/31/2009			

## Capital Fund Program Five-Year Action Plan

### Part I: Summary

PHA Name Elmira Housing Authority		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No.: _____			
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2007 PHA FY:	Work Statement for Year 3 FFY Grant: 2008 PHA FY:	Work Statement for Year 4 FFY Grant: 2009 PHA FY:	Work Statement for Year 5 FFY Grant: 2010 PHA FY:
NY030001, Hoffman Plaza	<b>Annual Statement</b>	55,000.00	60,000.00	45,000.00	30,000.00
NY030002, Bragg Towers		45,000.00	7,500.00	25,500.00	70,000.00
NY030004, Flannery Apts.		70,000.00	90,000.00	100,000.00	60,000.00
Operations		62,400.00	62,400.00	62,400.00	62,400.00
Management Improvements		46,500.00	46,500.00	46,500.00	46,500.00
Administration		61,500.00	66,500.00	66,500.00	66,500.00
Fees & Costs		25,000.00	25,000.00	25,000.00	25,000.00
Relocation		0.00	0.00	0.00	0.00
Contingency		34,210.50	39,735.50	25,059.00	34,207.00
Bond Debt Obligation		224,420.50	226,395.50	228,072.00	229,424.00
CFP Funds Listed for 5-year planning		624,031.00	624,031.00	624,031.00	624,031.00
Replacement Housing Factor Funds		0.00	0.00	0.00	0.00

Capital Fund Program Five-Year Action Plan

**Part II: Supporting Pages - Work Activities**

Activities for Year 1	Activities for Year: <u>2</u> FFY Grant: <u>2007</u> PHA FY:			Activities for Year: <u>3</u> FFY Grant: <u>2008</u> PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See  Annual Statement	HA-Wide	Operations: Operations	62,400.00	HA-Wide	Operations: Operations	62,400.00
		Total for Operations:	62,400.00		Total for Operations:	62,400.00
		Management Improvements: Drug Enforcement Personnel	40,000.00		Management Improvements: Drug Enforcement Personnel	40,000.00
		Staff Training	2,000.00		Staff Training	2,000.00
		Security Improvements	2,500.00		Security Improvements	2,500.00
		Resident Training for Self Sufficiency	2,000.00		Resident Training for Self Sufficiency	2,000.00
		Total for Management Improvements:	46,500.00		Total for Management Improvements:	46,500.00
		Administration: Modernization Coordinator	55,000.00		Administration: Modernization Coordinator	60,000.00
		Printing & Advertising	4,000.00		Printing & Advertising	4,000.00
		Admin. Sundry	2,500.00		Admin. Sundry	2,500.00
		Total for Administration:	61,500.00		Total for Administration:	66,500.00
		Fees & Costs: A & E Fees	25,000.00		Fees & Costs: A & E Fees	25,000.00
		Total for Fees & Costs:	25,000.00		Total for Fees & Costs:	25,000.00
		Relocation: Relocation	0.00		Relocation: Relocation	0.00
		Total for Relocation:	0.00		Total for Relocation:	0.00
		Contingency: Contingency	34,210.50		Contingency: Contingency	39,735.50
		Total for Contingency:	34,210.50		Total for Contingency:	39,735.50
		Bond Debt Obligation: Bond Debt Obligation	224,420.50		Bond Debt Obligation: Bond Debt Obligation	226,395.50
		Total for Bond Debt Obligation:	224,420.50		Total for Bond Debt Obligation:	226,395.50
	Total CFP Estimated Cost					

Capital Fund Program Five-Year Action Plan

**Part II: Supporting Pages - Work Activities**

Activities for Year 1	Activities for Year: <u>4</u> FFY Grant: 2009 PHA FY:			Activities for Year: <u>5</u> FFY Grant: 2010 PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement	HA-Wide	Operations: Operations	62,400.00	HA-Wide	Operations: Operations	62,400.00
		Total for Operations:	62,400.00		Total for Operations:	62,400.00
		Management Improvements: Drug Enforcement Personnel	40,000.00		Management Improvements: Drug Enforcement Personnel	40,000.00
		Staff Training	2,000.00		Staff Training	2,000.00
		Security Improvements	2,500.00		Security Improvements	2,500.00
		Resident Training for Self Sufficiency	2,000.00		Resident Training for Self Sufficiency	2,000.00
		Total for Management Improvements:	46,500.00		Total for Management Improvements:	46,500.00
		Administration: Modernization Coordinator	60,000.00		Administration: Modernization Coordinator	60,000.00
		Printing & Advertising	4,000.00		Printing & Advertising	4,000.00
		Admin. Sundry	2,500.00		Admin. Sundry	2,500.00
		Total for Administration:	66,500.00		Total for Administration:	66,500.00
		Fees & Costs: A & E Fees	25,000.00		Fees & Costs: A & E Fees Energy audit Needs assessment	25,000.00
		Total for Fees & Costs:	25,000.00		Total for Fees & Costs:	25,000.00
		Relocation: Relocation	0.00		Relocation: Relocation	0.00
		Total for Relocation:	0.00		Total for Relocation:	0.00
		Contingency: Contingency	25,059.00		Contingency: Contingency	34,207.00
		Total for Contingency:	25,059.00		Total for Contingency:	34,207.00
		Bond Debt Obligation: Bond Debt Obligation	228,072.00		Bond Debt Obligation: Bond Debt Obligation	229,424.00
	Total for Bond Debt Obligation:	228,072.00	Total for Bond Debt Obligation:	229,424.00		
Total CFP Estimated Cost						

Capital Fund Program Five-Year Action Plan

**Part II: Supporting Pages - Work Activities**

Activities for Year 1	Activities for Year: <u>2</u> FFY Grant: 2007 PHA FY:			Activities for Year: <u>3</u> FFY Grant: 2008 PHA FY:																																																													
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost																																																											
<b>See Annual Statement</b>	Hoffman Plaza NY030001	Site Improvements:		Hoffman Plaza NY030001	Site Improvements:																																																												
		Site Lighting	5,000.00		Site Lighting	10,000.00																																																											
		Walkway Repairs	5,000.00		Walkway Repairs	5,000.00	Total for Site Improvements:	10,000.00	Total for Site Improvements:	15,000.00	Dwelling Structures:		Dwelling Structures:		Foundations/Crawlspaces	10,000.00	Foundations/Crawlspaces	10,000.00	Replace Closet Doors	5,000.00	Replace Closet doors	5,000.00	Replace BR & Bath Doors	5,000.00	Repl. BR & Bath doors	5,000.00	Apt. Modifications	25,000.00	Apt. Modifications	25,000.00	Total for Dwelling Structures:	45,000.00	Total for Dwelling Structures:	45,000.00			Dwelling Equipment - Non-expendable:			Dwelling Equipment - Non-expendable:		Total for Dwelling Equipment:	0.00	Total for Dwelling Equipment:	0.00	Non-Dwelling Structures:		Non-Dwelling Structures:		Total for Non-Dwelling Structures:	0.00	Total for Non-Dwelling Structures:	0.00	Non-Dwelling Equipment:		Non-Dwelling Equipment:		Total for Non-Dwelling Equipment:	0.00	Total for Non-Dwelling Equipment:	0.00	Total CFP Estimated Cost	55,000.00		60,000.00
		Total for Site Improvements:	10,000.00		Total for Site Improvements:	15,000.00	Dwelling Structures:		Dwelling Structures:		Foundations/Crawlspaces	10,000.00	Foundations/Crawlspaces	10,000.00	Replace Closet Doors	5,000.00	Replace Closet doors	5,000.00	Replace BR & Bath Doors	5,000.00	Repl. BR & Bath doors	5,000.00	Apt. Modifications	25,000.00	Apt. Modifications	25,000.00	Total for Dwelling Structures:	45,000.00	Total for Dwelling Structures:	45,000.00			Dwelling Equipment - Non-expendable:					Dwelling Equipment - Non-expendable:			Total for Dwelling Equipment:	0.00	Total for Dwelling Equipment:	0.00	Non-Dwelling Structures:		Non-Dwelling Structures:		Total for Non-Dwelling Structures:	0.00	Total for Non-Dwelling Structures:	0.00	Non-Dwelling Equipment:		Non-Dwelling Equipment:		Total for Non-Dwelling Equipment:	0.00	Total for Non-Dwelling Equipment:	0.00	Total CFP Estimated Cost	55,000.00		60,000.00	
		Dwelling Structures:			Dwelling Structures:		Foundations/Crawlspaces	10,000.00	Foundations/Crawlspaces	10,000.00	Replace Closet Doors	5,000.00	Replace Closet doors	5,000.00	Replace BR & Bath Doors	5,000.00	Repl. BR & Bath doors	5,000.00	Apt. Modifications	25,000.00	Apt. Modifications	25,000.00	Total for Dwelling Structures:	45,000.00	Total for Dwelling Structures:	45,000.00			Dwelling Equipment - Non-expendable:					Dwelling Equipment - Non-expendable:						Total for Dwelling Equipment:	0.00	Total for Dwelling Equipment:	0.00	Non-Dwelling Structures:		Non-Dwelling Structures:		Total for Non-Dwelling Structures:	0.00	Total for Non-Dwelling Structures:	0.00	Non-Dwelling Equipment:		Non-Dwelling Equipment:		Total for Non-Dwelling Equipment:	0.00	Total for Non-Dwelling Equipment:	0.00	Total CFP Estimated Cost	55,000.00		60,000.00		
		Foundations/Crawlspaces	10,000.00		Foundations/Crawlspaces	10,000.00	Replace Closet Doors	5,000.00	Replace Closet doors	5,000.00	Replace BR & Bath Doors	5,000.00	Repl. BR & Bath doors	5,000.00	Apt. Modifications	25,000.00	Apt. Modifications	25,000.00	Total for Dwelling Structures:	45,000.00	Total for Dwelling Structures:	45,000.00			Dwelling Equipment - Non-expendable:					Dwelling Equipment - Non-expendable:								Total for Dwelling Equipment:		0.00	Total for Dwelling Equipment:	0.00	Non-Dwelling Structures:		Non-Dwelling Structures:		Total for Non-Dwelling Structures:	0.00	Total for Non-Dwelling Structures:	0.00	Non-Dwelling Equipment:		Non-Dwelling Equipment:		Total for Non-Dwelling Equipment:	0.00	Total for Non-Dwelling Equipment:	0.00	Total CFP Estimated Cost	55,000.00		60,000.00			
		Replace Closet Doors	5,000.00		Replace Closet doors	5,000.00	Replace BR & Bath Doors	5,000.00	Repl. BR & Bath doors	5,000.00	Apt. Modifications	25,000.00	Apt. Modifications	25,000.00	Total for Dwelling Structures:	45,000.00	Total for Dwelling Structures:	45,000.00			Dwelling Equipment - Non-expendable:					Dwelling Equipment - Non-expendable:								Total for Dwelling Equipment:				0.00		Total for Dwelling Equipment:	0.00	Non-Dwelling Structures:		Non-Dwelling Structures:		Total for Non-Dwelling Structures:	0.00	Total for Non-Dwelling Structures:	0.00	Non-Dwelling Equipment:		Non-Dwelling Equipment:		Total for Non-Dwelling Equipment:	0.00	Total for Non-Dwelling Equipment:	0.00	Total CFP Estimated Cost	55,000.00		60,000.00				
		Replace BR & Bath Doors	5,000.00		Repl. BR & Bath doors	5,000.00	Apt. Modifications	25,000.00	Apt. Modifications	25,000.00	Total for Dwelling Structures:	45,000.00	Total for Dwelling Structures:	45,000.00			Dwelling Equipment - Non-expendable:					Dwelling Equipment - Non-expendable:								Total for Dwelling Equipment:				0.00				Total for Dwelling Equipment:		0.00	Non-Dwelling Structures:		Non-Dwelling Structures:		Total for Non-Dwelling Structures:	0.00	Total for Non-Dwelling Structures:	0.00	Non-Dwelling Equipment:		Non-Dwelling Equipment:		Total for Non-Dwelling Equipment:	0.00	Total for Non-Dwelling Equipment:	0.00	Total CFP Estimated Cost	55,000.00		60,000.00					
		Apt. Modifications	25,000.00		Apt. Modifications	25,000.00	Total for Dwelling Structures:	45,000.00	Total for Dwelling Structures:	45,000.00			Dwelling Equipment - Non-expendable:					Dwelling Equipment - Non-expendable:								Total for Dwelling Equipment:				0.00				Total for Dwelling Equipment:				0.00		Non-Dwelling Structures:		Non-Dwelling Structures:		Total for Non-Dwelling Structures:	0.00	Total for Non-Dwelling Structures:	0.00	Non-Dwelling Equipment:		Non-Dwelling Equipment:		Total for Non-Dwelling Equipment:	0.00	Total for Non-Dwelling Equipment:	0.00	Total CFP Estimated Cost	55,000.00		60,000.00						
		Total for Dwelling Structures:	45,000.00		Total for Dwelling Structures:	45,000.00			Dwelling Equipment - Non-expendable:					Dwelling Equipment - Non-expendable:								Total for Dwelling Equipment:				0.00				Total for Dwelling Equipment:				0.00	Non-Dwelling Structures:			Non-Dwelling Structures:		Total for Non-Dwelling Structures:	0.00	Total for Non-Dwelling Structures:	0.00	Non-Dwelling Equipment:		Non-Dwelling Equipment:		Total for Non-Dwelling Equipment:	0.00	Total for Non-Dwelling Equipment:	0.00	Total CFP Estimated Cost	55,000.00		60,000.00										
		Dwelling Equipment - Non-expendable:			Dwelling Equipment - Non-expendable:				Total for Dwelling Equipment:	0.00				Total for Dwelling Equipment:				0.00				Non-Dwelling Structures:								Non-Dwelling Structures:		Total for Non-Dwelling Structures:		0.00	Total for Non-Dwelling Structures:	0.00	Non-Dwelling Equipment:		Non-Dwelling Equipment:		Total for Non-Dwelling Equipment:	0.00	Total for Non-Dwelling Equipment:	0.00	Total CFP Estimated Cost	55,000.00		60,000.00																	
		Total for Dwelling Equipment:	0.00		Total for Dwelling Equipment:	0.00			Non-Dwelling Structures:					Non-Dwelling Structures:								Total for Non-Dwelling Structures:				0.00	Total for Non-Dwelling Structures:	0.00		Non-Dwelling Equipment:		Non-Dwelling Equipment:		Total for Non-Dwelling Equipment:	0.00	Total for Non-Dwelling Equipment:	0.00	Total CFP Estimated Cost	55,000.00		60,000.00																								
		Non-Dwelling Structures:			Non-Dwelling Structures:				Total for Non-Dwelling Structures:	0.00				Total for Non-Dwelling Structures:				0.00				Non-Dwelling Equipment:		Non-Dwelling Equipment:			Total for Non-Dwelling Equipment:	0.00	Total for Non-Dwelling Equipment:	0.00	Total CFP Estimated Cost	55,000.00		60,000.00																															
		Total for Non-Dwelling Structures:	0.00		Total for Non-Dwelling Structures:	0.00			Non-Dwelling Equipment:					Non-Dwelling Equipment:					Total for Non-Dwelling Equipment:	0.00		Total for Non-Dwelling Equipment:	0.00	Total CFP Estimated Cost	55,000.00		60,000.00																																						
		Non-Dwelling Equipment:			Non-Dwelling Equipment:				Total for Non-Dwelling Equipment:	0.00				Total for Non-Dwelling Equipment:	0.00	Total CFP Estimated Cost		55,000.00		60,000.00																																													
		Total for Non-Dwelling Equipment:	0.00		Total for Non-Dwelling Equipment:	0.00			Total CFP Estimated Cost	55,000.00		60,000.00																																																					
		Total CFP Estimated Cost	55,000.00			60,000.00																																																											

Capital Fund Program Five-Year Action Plan

**Part II: Supporting Pages - Work Activities**

Activities for Year 1	Activities for Year: <u>4</u> FFY Grant: <u>2009</u> PHA FY:			Activities for Year: <u>5</u> FFY Grant: <u>2010</u> PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
<b>See Annual Statement</b>	Hoffman Plaza NY030001	Site Improvements: Paving & Resealing Walkway Repairs	5,000.00 5,000.00	Hoffman Plaza NY030001	Site Improvements: Playground Equipment	5,000.00
		Total for Site Improvements:	10,000.00		Total for Site Improvements:	5,000.00
		Dwelling Structures: Foundations/crawlspaces Replace closet doors Repl. BR & Bath doors Kitchen cabinets	10,000.00 5,000.00 5,000.00 15,000.00		Dwelling Structures: Apt. Modifications	25,000.00
		Total for Dwelling Structures:	35,000.00		Total for Dwelling Structures:	25,000.00
		Dwelling Equipment - Non-expendable:			Dwelling Equipment - Non-expendable:	
		Total for Dwelling Equipment:	0.00		Total for Dwelling Equipment:	0.00
		Non-Dwelling Structures:			Non-Dwelling Structures:	
		Total for Non-Dwelling Structures:	0.00		Total for Non-Dwelling Structures:	0.00
		Non-Dwelling Equipment:			Non-Dwelling Equipment:	
		Total for Non-Dwelling Equipment:	0.00		Total for Non-Dwelling Equipment:	0.00
	Total CFP Estimated Cost		45,000.00			30,000.00

Capital Fund Program Five-Year Action Plan

**Part II: Supporting Pages - Work Activities**

Activities for Year 1	Activities for Year: <u>2</u> FFY Grant: <u>2007</u> PHA FY:			Activities for Year: <u>3</u> FFY Grant: <u>2008</u> PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
<b>See Annual Statement</b>	Bragg Towers NY030002	Site Improvements: Parking Repairs & new Walkway Repairs	15,000.00 5,000.00	Bragg Towers NY030002	Site Improvements: Walkway Repairs	2,500.00
		Total for Site Improvements:	20,000.00		Total for Site Improvements:	2,500.00
		Dwelling Structures:			Dwelling Structures: Laundry Room Upgrades	5,000.00
		Total for Dwelling Structures:	0.00		Total for Dwelling Structures:	5,000.00
		Dwelling Equipment - Non-expendable:			Dwelling Equipment - Non-expendable:	
		Total for Dwelling Equipment:	0.00		Total for Dwelling Equipment:	0.00
		Non-Dwelling Structures: Restroom Renovations	25,000.00		Non-Dwelling Structures:	
		Total for Non-Dwelling Structures:	25,000.00		Total for Non-Dwelling Structures:	0.00
		Non-Dwelling Equipment:			Non-Dwelling Equipment:	
		Total for Non-Dwelling Equipment:	0.00		Total for Non-Dwelling Equipment:	0.00
	Total CFP Estimated Cost		45,000.00			7,500.00

Capital Fund Program Five-Year Action Plan

**Part II: Supporting Pages - Work Activities**

Activities for Year 1	Activities for Year: <u>4</u> FFY Grant: 2009 PHA FY:			Activities for Year: <u>5</u> FFY Grant: 2010 PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
<b>See Annual Statement</b>	Bragg Towers NY030002	Site Improvements: Walkway Repairs	2,500.00	Bragg Towers NY030002	Site Improvements:	
		Total for Site Improvements:	2,500.00		Total for Site Improvements:	0.00
		Dwelling Structures: Kitchen Upgrades ("K" apts.)	18,000.00		Dwelling Structures: Upgrades for Hallways Unit Painting Restroom Renovations	20,000.00 10,000.00 20,000.00
		Total for Dwelling Structures:	18,000.00		Total for Dwelling Structures:	50,000.00
		Dwelling Equipment - Non-expendable:			Dwelling Equipment - Non-expendable: Bathroom exhausts	20,000.00
		Total for Dwelling Equipment:	0.00		Total for Dwelling Equipment:	20,000.00
		Non-Dwelling Structures: Office Renovations	5,000.00		Non-Dwelling Structures:	
		Total for Non-Dwelling Structures:	5,000.00		Total for Non-Dwelling Structures:	0.00
		Non-Dwelling Equipment:			Non-Dwelling Equipment:	
		Total for Non-Dwelling Equipment:	0.00		Total for Non-Dwelling Equipment:	0.00
	Total CFP Estimated Cost		25,500.00			70,000.00

Capital Fund Program Five-Year Action Plan

**Part II: Supporting Pages - Work Activities**

Activities for Year 1	Activities for Year: <u>2</u> FFY Grant: <u>2007</u> PHA FY:			Activities for Year: <u>3</u> FFY Grant: <u>2008</u> PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
<b>See Annual Statement</b>	Flannery Apts. NY030004	Site Improvements: Parking Lot Work Walkway repairs	15,000.00 5,000.00	Flannery Apts. NY030004	Site Improvements: Walkway Repairs	5,000.00
		Total for Site Improvements:	20,000.00		Total for Site Improvements:	5,000.00
		Dwelling Structures: Kit. Cabs & Flooring	40,000.00		Dwelling Structures: Hallway painting Kit. Cabs & Flooring Unit Painting	10,000.00 40,000.00 10,000.00
		Total for Dwelling Structures:	40,000.00		Total for Dwelling Structures:	60,000.00
		Dwelling Equipment - Non-expendable:			Dwelling Equipment - Non-expendable: Ranges	10,000.00
		Total for Dwelling Equipment:	0.00		Total for Dwelling Equipment:	10,000.00
		Non-Dwelling Structures: Office Renovations	10,000.00		Non-Dwelling Structures: Additional Storage	15,000.00
		Total for Non-Dwelling Structures:	10,000.00		Total for Non-Dwelling Structures:	15,000.00
		Non-Dwelling Equipment:			Non-Dwelling Equipment:	
		Total for Non-Dwelling Equipment:	0.00		Total for Non-Dwelling Equipment:	0.00
	Total CFP Estimated Cost		70,000.00			90,000.00

Capital Fund Program Five-Year Action Plan

**Part II: Supporting Pages - Work Activities**

Activities for Year 1	Activities for Year: <u>4</u> FFY Grant: 2009 PHA FY:			Activities for Year: <u>5</u> FFY Grant: 2010 PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement	Flannery Apts. NY030004	Site Improvements:		Flannery Apts. NY030004	Site Improvements:	
		Total for Site Improvements:	0.00		Total for Site Improvements:	0.00
		Dwelling Structures:			Dwelling Structures:	
		Hallway Painting	10,000.00		Hallway Painting	10,000.00
		Kit. Cabs & Flooring	40,000.00		Kit. Cabs & Flooring	40,000.00
		Unit Painting	10,000.00		Unit Painting	10,000.00
		Total for Dwelling Structures:	60,000.00		Total for Dwelling Structures:	60,000.00
		Dwelling Equipment - Non-expendable:			Dwelling Equipment - Non-expendable:	
		Total for Dwelling Equipment:	0.00		Total for Dwelling Equipment:	0.00
		Non-Dwelling Structures:			Non-Dwelling Structures:	
Total for Non-Dwelling Structures:	0.00	Total for Non-Dwelling Structures:	0.00			
Non-Dwelling Equipment:		Non-Dwelling Equipment:				
Trashroom Equipment	40,000.00					
Total for Non-Dwelling Equipment:	40,000.00	Total for Non-Dwelling Equipment:	0.00			
Total CFP Estimated Cost			100,000.00		60,000.00	

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Elmira Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: Capital Fund Financing Program Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b>	
X <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no:     )</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds	0.00	0.00	0.00	0.00
2	1406 Operations	0.00	0.00	0.00	0.00
3	1408 Management Improvements	0.00	0.00	0.00	0.00
4	1410 Administration	0.00	0.00	0.00	0.00
5	1411 Audit	0.00	0.00	0.00	0.00
6	1415 Liquidated Damages	0.00	0.00	0.00	0.00
7	1430 Fees and Costs	290,000.00	290,000.00	0.00	0.00
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	211,000.00	211,000.00	0.00	0.00
10	1460 Dwelling Structures	716,000.00	716,000.00	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable	0.00	0.00	0.00	0.00
12	1470 Nondwelling Structures	53,000.00	53,000.00	0.00	0.00
13	1475 Nondwelling Equipment	1,290,000.00	1,290,000.00	0.00	0.00
14	1485 Demolition	0.00	0.00	0.00	0.00
15	1490 Replacement Reserve	0.00	0.00	0.00	0.00
16	1492 Moving to Work Demonstration	0.00	0.00	0.00	0.00
17	1495.1 Relocation Costs	0.00	0.00	0.00	0.00
18	1499 Development Activities	0.00	0.00	0.00	0.00
19	1501 Collateralization or Debt Service	0.00	0.00	0.00	0.00
20	1502 Contingency	30,000.00	30,000.00	0.00	0.00
21	Amount of Annual Grant: (sum of lines 2 – 20)	2,800,000.00	2,800,000.00	0.00	0.00
22	Amount of line 21 Related to LBP Activities	0.00	0.00	0.00	0.00
23	Amount of line 21 Related to Section 504 compliance	0.00	0.00	0.00	0.00

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Elmira Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: Capital Fund Financing Program Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b>
X <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no:     )</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
24	Amount of line 21 Related to Security – Soft Costs	0.00	0.00	0.00	0.00
25	Amount of Line 21 Related to Security – Hard Costs	0.00	0.00	0.00	0.00
26	Amount of line 21 Related to Energy Conservation Measures	861,000.00	861,000.00	0.00	0.00

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part II: Supporting Pages</b>								
<b>PHA Name:</b> Elmira Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: Capital Fund Financing Program Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b>			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA –Wide	<b>Fees &amp; Costs</b>	1430						
	Architectural & Engineering Fees			150,000.00	150,000.00	0.00	0.00	
	Bond Fees and Costs			140,000.00	140,000.00	0.00	0.00	

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: Elmira Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: Capital Fund Financing Program Replacement Housing Factor Grant No:				<b>Federal FY of Grant:</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Total for Fees and Costs			290,000.00	290,000.00	0.00	0.00	
HA-Wide	<b>Contingency</b>	1502		30,000.00	30,000.00	0.00	0.00	
	Total for Contingency			30,000.00	30,000.00	0.00	0.00	
HA-Wide	<b>Replacement Reserve</b>	1490		210,000.00	210,000.00	0.00	0.00	
	Total for Contingency			210,000.00	210,000.00	0.00	0.00	

## Annual Statement/Performance and Evaluation Report

### Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

#### Part II: Supporting Pages

PHA Name: Elmira Housing Authority		Grant Type and Number Capital Fund Program Grant No: Capital Fund Financing Program Replacement Housing Factor Grant No:				Federal FY of Grant:		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
NY030001 Hoffman Plaza				Original	Revised	Funds Obligated	Funds Expended	
	Site Improvement	1450						
	Foundation Access to Apartments			30,000.00	30,000.00	0.00	0.00	
	Total for Site Improvement			30,000.00	30,000.00	0.00	0.00	
	Dwelling Structures	1460						
	Replace Building Siding			650,000.00	650,000.00	0.00	0.00	
	Replace Storm Doors			30,000.00	30,000.00	0.00	0.00	
	Relocate electric Service			36,000.00	36,000.00	0.00	0.00	
	Total for Dwelling Structures			716,000.00	716,000.00	0.00	0.00	
	Non-Dwelling Structures	1470						
	Rehabilitate Storage Sheds			53,000.00	53,000.00	0.00	0.00	
	Total for Non-Dwelling Structures			53,000.00	53,000.00	0.00	0.00	

**Annual Statement/Performance and Evaluation Report****Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)****Part II: Supporting Pages**

PHA Name: Elmira Housing Authority		Grant Type and Number Capital Fund Program Grant No: Capital Fund Financing Program Replacement Housing Factor Grant No:				Federal FY of Grant:		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
NY030002 George E. Bragg Towers				Original	Revised	Funds Obligated	Funds Expended	
	<b>Site Improvement</b>	<b>1450</b>						
	Building Seal			181,000.00	181,000.00	0.00	0.00	
	Total for Site Improvement			181,000.00	181,000.00	0.00	0.00	
	<b>Non-Dwelling Equipment</b>	<b>1475</b>						
	Install Sprinkler System			640,000.00	640,000.00	0.00	0.00	
	Total for Non-Dwelling Equipment			640,000.00	640,000.00	0.00	0.00	

## Part II: Supporting Pages

form HUD 50075 (7/2003)

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part III: Implementation Schedule**

PHA Name: Elmira Housing Authority		<b>Grant Type and Number</b> Capital Fund Program No: Capital Fund Financing Program Replacement Housing Factor No:					<b>Federal FY of Grant:</b>
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
NY030001 Hoffman Plaza	6/31/2007			6/31/2008			
NY030002 Bragg Towers	6/31/2007			6/31/2008			
NY030004 Flannery Apartments	6/31/2007			6/31/2008			
HA-Wide							
Fees & Costs	6/31/2007			6/31/2008			
Contingency	6/31/2007			6/31/2008			

## Capital Fund Program Five-Year Action Plan

### Part I: Summary

PHA Name Elmira Housing Authority				<b>X Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No:</b>	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2007 PHA FY:	Work Statement for Year 3 FFY Grant: 2008 PHA FY:	Work Statement for Year 4 FFY Grant: 2009 PHA FY:	Work Statement for Year 5 FFY Grant: 2010 PHA FY:
	Annual Statement				
NY030001 Hoffman Plaza		55,000.00	60,000.00	45,000.00	30,000.00
NY030002 Bragg Towers		45,000.00	7,500.00	25,500.00	70,000.00
NY030004 Flannery Apts		70,000.00	90,000.00	100,000.00	60,000.00
Operations		62,400.00	62,000.00	62,400.00	62,400.00
Management Improvements		46,500.00	46,500.00	46,500.00	46,500.00
Administration		61,500.00	66,500.00	66,500.00	66,500.00
Fees Costs		25,000.00	25,000.00	25,000.00	25,000.00
Relocation		0.00	0.00	0.00	0.00
Contingency		34,210.50	39,735.50	25,059.00	34,207.00
Bond Debt obligation		224,420.50	226,395.50	228,072.00	229,424.00
CFP Funds Listed for 5- year planning		624,031.00	624,031.00	624,031.00	624,031.00
Replacement Housing Factor Funds		0.00	0.00	0.00	0.00

[illegible]

**PART I of the RESIDENTIAL LEASE AGREEMENT: TERMS AND  
CONDITIONS**

**Elmira Housing Authority , Elmira, New York**

THIS LEASE AGREEMENT (called the "Lease") is between the Elmira Housing Authority, Elmira, New York (called the "Authority") and the Tenant(s) named in Part II of this lease (collectively called "Tenant").

**I. Description of the Parties and Premises:**

- (a) The Authority, using verified data about income, family composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this Lease.
- (b) Premises must be used only as a private residence, solely for Tenant and the household members named on Part II of the Lease. The Authority may, by prior written approval, consent to Tenant's use of the unit for legal profit making activities incidental to the residential use subject to the Authority's policy on such activities.
- (c) Any additions to the household members named on the lease, including live-in-aides and foster children, but excluding natural births, require the advance written approval of the Authority. Such approval will be granted only if the new family members pass the Authority's screening criteria and a unit of the appropriate size is available. Permission to add live-in-aides and foster children shall not be unreasonably refused.

Tenant agrees to wait for the Authority's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease.

- (d) Deletions (for any reason) from the household of members named on the lease shall be reported by the Tenant to the Authority in writing, within 10 days of the occurrence.

**II. Term and Amount of Rent**

- (a) This lease shall have a term of twelve (12) months from the date set forth in Part II. Unless modified by written agreement of the parties, or terminated in accordance with the terms of this lease, or unless not renewed for noncompliance with a community service requirement or participation in an economic self-sufficiency program, this Lease shall automatically renew for successive terms of twelve (12) months.

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the Authority in accordance with Section VII herein.

Tenant has the option, upon admission to public housing and annually thereafter, to pay flat rent (market value) or income-based rent.

The flat rent for the dwelling unit listed above is \$\_\_\_\_\_.

The amount of the income-based rent (Total Tenant Payment and Tenant Rent) shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Occupancy Policy.

(b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth (5) business day of the month.** Income-based rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear. Flat rent does not include a utility allowance, but does include all maintenance services due to normal wear and tear.

(c) When the Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, the Authority shall give written notice to Tenant. The notice shall state the new amount, and the date the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time.

(d) The PHA's Minimum Rent (Minimum TTP) is **\$50**. Provision is made for exemption due to financial hardship as defined in the Authority's Admissions and Continued Occupancy Policy.

(e) The Authority will not reduce Tenant's rent due to a reduction in welfare assistance when the welfare reduction is a result of:

(1) Fraud; or

(2) Failure to participate in an economic self-sufficiency program; or

(3) Failure to participate in a work activities requirement.

The Authority will verify the above circumstances with the local welfare department through a local agreement with the welfare department to verify such circumstances as quickly as possible.

Refusal to reduce Tenant's rent is not applicable if the welfare reduction results from:

(1) The expiration of a lifetime limit on receiving welfare benefits; or

(2) When the family has sought but cannot find employment; or

(3) The family has complied with welfare program requirements but loses welfare because of a durational time limit.

### **III. Other Charges**

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges may be specified in Part II of this Lease Agreement. Other charges can include:

- (a) Maintenance costs – The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members, or guests. When the Authority determines that maintenance services or repairs are not due to normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.
- (b) Excess Utility Charges – At developments where utilities are provided by the Authority, a charge shall be assessed for excess utility consumption due to the operation of major tenant supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. A schedule of charges shall be posted in each Development Office.
- (c) Installation charges for tenant supplied air conditioners, N.A..
- (d) Late Charges – A charge of \$10.00 per month for rent or other charges paid after the fifth (5) business day of the month. The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives the Authority's written notice of the charge. Late charges themselves shall not be subject to further late charges.
- (e) Except in the case of a written agreement between the Landlord and the Tenant which may otherwise provide, any charge assessed under the foregoing subparagraphs shall become due and collectible on the first day of the month following the two week period after the Tenant receives the Authority's written notice of the charge.

### **IV. Payment Location**

Rent and other charges can be paid at the Developments Main Office or at other locations specified in Part II of this Residential Lease. However, if needed as a reasonable accommodation, the Authority shall make other arrangements for payment of rent.

### **V. Security Deposit**

- (a) Tenant Responsibilities: Tenant agrees to pay as security deposit an amount equal to the flat rent for Tenant's particular unit or one month's Total Tenant Payment, whichever is greater. The dollar amount of the security deposit is noted on Part II of this Residential Lease.

- (b) Authority's Responsibilities: The Authority will use the Security Deposit at the termination of this Lease:
- (1) To pay the cost of any rent or any other charges owed by Tenant at the termination of this lease.
  - (2) To reimburse the cost of repairing any damages to the dwelling unit caused by Tenant, household members or guests beyond normal wear and tear.
- (c) The Authority shall not require a higher security deposit for tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and the dwelling unit has been inspected by the Authority.

The return of a security deposit shall occur within 30 days after Tenant moves out. The Authority agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes the Authority with a forwarding address in writing. If any deductions are made, the Authority will furnish Tenant with a written statement describing any such deductions. (The Authority must have possession of the Unit and all of the Tenant's belongings must have been removed from the unit prior to the beginning of the 30 day timetable.)

## **VI. Utilities and Appliances**

- (a) Authority Supplied Utilities: If indicated by an (X) on Part II of the Lease Agreement, the Authority will supply the indicated utility *for Tenants choosing to pay income-based rent*: electricity, natural gas, heating fuel, water, sewer service. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. Utility allowance is not included in flat rents.

If indicated by an (X) on Part II of the Lease Agreement, the Authority will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, etc., may be installed and operated only with the written approval of the Authority. A monthly service charge will be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Project Office.

- (b) Tenant paid Utilities: If Tenant resides in a development where the Authority does not supply electricity, natural gas, or heating fuel, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. Tenants paying flat rent pay utility costs directly to the utility supplier. In income-based rent, the Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the utility supplier or Tenant each month.

The Authority may change the Allowance at any time during the term of the lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or House rules restricting or prohibiting the use of space heaters in multi-dwelling units.

## **VII. Terms and Conditions**

The following terms and conditions of occupancy are made a part of the Lease:

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of the Authority, members of the household may engage in legal profit making activities in the dwelling unit incidental to the residential use. Subject to local zoning regulations.

This provision permits accommodation of Tenant's guests or visitors for a period not exceeding 14 days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision.

- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him/her in complying with the lease, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply with the lease; THEN, the Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Authority will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with the terms of this lease.

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with lease terms.

- (c) Re-determination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.
  - (1) The family composition is to be reexamined at least once a year. The Authority shall re-examine the income of the family at least once a year if Tenant chooses to pay income-based rent. If Tenant chooses to pay flat rent, the Authority shall re-examine the income of the family no less than every three (3) years.

- (2) Tenant promises to supply the Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent.

Failure to supply such information when requested is a serious violation of the terms of the lease, and the Authority may terminate the lease for such a violation.

All information must be verified. Tenant agrees to comply with the Authority's requests for verification by signing releases for third party sources, presenting documents for review, or providing other suitable forms of verification.

The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Development Office. A copy of the policies will be available for review.

- (3) Rent will not change during the period between regular reexaminations, UNLESS during such period:

a) For families paying income-based rent:

1. A person with income joins the household.
2. Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent.
3. Tenant experiences a change in income over \$50 per month. Such changes must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.
4. It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
5. Rent formulas or procedures are changed by Federal law or regulation.
6. There is a change in Tenant's source of income. Such changes must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.

b) For families paying flat rent:

1. If the PHA determines that the family is unable to pay the flat rent because of financial hardship.

- i. Upon such a determination, the Authority shall immediately provide for the family to pay rent in the amount determined under income-based rent.
    - ii. Hardship is defined in the Authority's Admission and Continued Occupancy Policy.
  - 2 If the family has switched from paying flat rent to income-based rent because of financial hardship, the family will be given the option at the next annual reexamination whether to choose income-based or flat rent.
  - (4) All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.
- (d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.
- (1) In the case of a rent decrease, the adjustment will become effective, for families paying income-based rent *and* for families switching from flat rent to income-based rent because of financial hardship, on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances). All information for a rent decrease must be verified prior to a decrease taking effect.
  - (2) In the case of a rent increase due to a change in income which the tenant has reported *within 10 days* of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
  - (3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.
  - (4) In the case of a rent increase due to misrepresentation, failure to report a change in the family composition, or failure to report an increase in income, the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation or failure to report occurred.
- (e) Transfers :
- (1) If the Authority determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the Authority shall send Tenant written notice of the Authority's intent to transfer Tenant to an appropriate unit. Tenant agrees to accept a new lease for a different dwelling unit of the appropriate size or design.

- (2) The Authority may move a Tenant into another unit if the Authority determines it is necessary to rehabilitate or demolish Tenant's unit.
- (3) If a Tenant makes a written request for special unit features in support of a documented disability, the Authority shall take appropriate action to the extent necessary to reasonably accommodate the disability. If the cost and extent of the modifications needed are tantamount to those required to create a fully accessible unit, the Authority may transfer Tenant to another unit with the features requested at the Authority's expense.
- (4) A tenant without disabilities who is housed in an accessible or adaptable unit must transfer to a unit without such features should a Tenant with disabilities need the unit, at the Authority's expense.
- (5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the Authority. Tenant shall be given 15 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.
- (6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
- (7) The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

### **VIII. Authority Obligations**

The Authority shall be obligated:

- (a) To maintain the dwelling unit and the project in a condition that is decent, safe, sanitary, and in good repair;
- (b) To comply with the requirements of applicable building codes, housing codes, Uniform Physical Condition Standards and other HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project buildings, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the Authority;
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of Tenant) for the deposit of garbage and to provide disposal service for garbage;

- (g) To supply to the dwelling unit running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage.
- (h) To notify Tenant of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:
  - (1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with Federal Regulations shall constitute adequate notice of the proposed adverse action.
  - (2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.
- (i) Reasonable Accommodations for Residents with Disabilities:

Housing providers must make reasonable accommodations in lease and other policy requirements when requested by a qualified resident with disabilities. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.

## **IX. Tenant's Obligations**

Tenant shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit.
  - (1) Not to give accommodation to boarders or lodgers;
  - (2) Not to give accommodation to long term guests (in excess of 14 days) without the advance written consent of the Authority.
- (b) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose.
- (c) This lease does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the Authority's Occupancy standards, and so long as the Authority has granted prior written approval for the foster child(ren), or live-in-aide to reside in the unit.
- (d) To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and wellbeing of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and

incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.

- (e) To comply with the requirements of applicable state and local building or housing codes materially affecting health and/or safety.
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability.
- (g) To dispose of all garbage from the dwelling unit in a sanitary and safe manner only in containers approved by the Authority. To refrain from, and cause members of Tenant's household or guests to refrain from, littering or leaving trash and debris in common areas.
- (h) To use in a reasonable manner all electrical, sanitary, heating, ventilating, air conditioning, and other facilities and appurtenances, including elevators.
- (i) To refrain from, and to cause household members and guests to refrain from, destroying, defacing, damaging, or removing any part of the dwelling unit or project.
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.
- (k) To act, and cause household members or guests to act, in a manner that will:
  - (1) Not disturb other residents' peaceful enjoyment of their accommodations; and
  - (2) Be conducive to maintaining all Authority projects in a decent, safe, and sanitary condition.
- (l) To ensure that all members of the family who are subject to the community service requirement are complying with the community service requirement or are no longer residing in the unit.
  - (1) Community service requires that each non-exempt adult resident shall contribute 8 hours per month of community service (not including political activities), or participate in an economic self-sufficiency program for 8 hours per month.
    - a) Exemption is provided subject to specific requirements as described in the housing authority's Admissions and Continued Occupancy Policy, upon verification.
    - b) Tenant must immediately notify the housing authority of any change that affects a household member's exemption from the community service requirement, specifically if the household member no longer meets the exemption requirements.

- (2) Noncompliance: The housing authority shall determine annually if non-exempt adult residents are in compliance. This Lease shall not be renewed or extended unless the head of the household and the noncompliant adult, before the lease expiration date, enter into an agreement to make up the hours within the next twelve (12) month period.
- (m) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
  - (1) Any criminal or non-criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents, employees, agents or contractors of the Authority; or
  - (2) Any drug related criminal activity on or near the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit (For the purposes of this lease, the term drug related criminal activity means the illegal possession, manufacture, sale, distribution, or use with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.); or
  - (3) Any abuse (or pattern of abuse) of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority.
- (n) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment or appliances therein, nor to install additional equipment or major appliances without written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the Authority.
- (o) To give prompt prior notice to the Authority, in accordance with Section VIII hereof, of Tenant's leaving the dwelling unit unoccupied for any period exceeding one calendar week.
- (p) To act in a cooperative manner with neighbors and the Authority's employees, agents and contractors. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's employees, agents and contractors.
- (q) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of New York anywhere in the unit or elsewhere on the property of the Authority.
- (r) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
  - (1) To not disconnect any smoke alarm in the dwelling unit. Tenant disconnection of any smoke alarm is a health and safety violation.

- (2) To notify the housing authority immediately when any smoke alarm is not operable.
- (s) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, doorways or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
  - (1) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by the Authority and with the prior written approval of the Authority.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received the prior written permission of the Authority.
- (u) To insure that no member of the household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of any Authority development except in accordance with the Authority's pet policy.
- (v) To remove from Authority property any vehicles without valid NYS and Elmira Housing Authority registration and inspection stickers. Any inoperable or unlicensed vehicle will be removed from Authority property at Tenant's expense. Automobile repairs are not permitted on the project site. Parking is allowed only in designated Authority Parking areas or on designated city streets per city laws.
- (w) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former Tenant.
- (x) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF A KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in the common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y) Not to:
  - (1) commit any fraud in connection with any Federal housing assistance program, or
  - (2) receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (z) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

## **X. Defects Hazardous to Life, Health or Safety**

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

Authority Responsibilities:

- (a) The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.
- (b) The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests.
- (c) Tenant shall accept any replacement unit offered by the Authority.
- (d) In the event repairs cannot be made by the Authority, as described above, or alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests.
- (e) If the Authority determines that the dwelling unit is un-tenantable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent prepaid will be refunded to Tenant.

### **Tenant Responsibilities:**

- (a) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.

## **XI. Inspections**

- (a) Move-in Inspection: The Authority and Tenant or a representative of either shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by the Authority at no charge to Tenant.
- (b) Other Inspections The Authority will inspect the unit at least annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.

- (c) Move-out Inspection: The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or the Tenants representative may join in such inspection.

## **XII. Entry of Premises During Tenancy**

### **(a) Tenant Responsibilities**

- (1) Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours (7:00 AM to 8:00 PM) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.
- (2) When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

### **(b) Authority's Responsibilities**

- (1) Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the unit. The Authority may enter only at reasonable times.
- (2) The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- (3) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

## **XIII. Notice Procedures**

- (a) Tenant Responsibility – Any notice to Authority must be in writing, hand delivered to the Development Office or to Authority's central office, or sent by prepaid first class mail, properly addressed.
- (b) Authority Responsibility – Notice to Tenant must be in writing, hand delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first class mail addressed to Tenant.
- (c) Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned
- (d) If Tenant is visually impaired, all notices must be in an accessible format.

## **XIV. Termination of the Lease**

In terminating the Lease, the following procedures shall be followed by the Authority and Tenant:

- (a) This Lease shall terminate only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth above, or for other good cause, or as otherwise set forth herein. A tenant committing serious or repeated violations of material terms of the lease shall be deemed objectionable by the Authority.
- (b) Termination will also arise from continued noncompliance with the community service requirement, on the part of any non-exempt adult resident.
  - 1) Continued noncompliance is defined as the 12-month period after the head of household and noncompliant non-exempt adult has signed an agreement that the noncompliant non-exempt adult shall cure the noncompliance by making up the community service hours in the subsequent 12 months.
  - 2) This continued noncompliance will result in eviction of the entire family, unless the noncompliant family member is no longer part of the household.
- (c) The Authority shall terminate assistance *permanently* for persons convicted of manufacturing or producing methamphetamine on premises.
  - (1) "Premises" includes the building or complex in which the dwelling unit is located, including common areas and grounds.
- (d) If Tenant defaults and is in violation of the covenants of this lease, the term of this lease shall expire upon expiration of the applicable notice period set forth below as if the expiration of such notice period were the day herein fixed for the expiration of this lease. The Authority shall give written notice of the proposed termination of the Lease of:
  - (1) 14 days in the case of failure to pay rent;
  - (2) A reasonable time, but not to exceed 15 days, considering the seriousness of the situation, when the health or safety of other tenants, guests, visitors or Authority employees, agents and contractors is threatened;
  - (3) 30 days in any other case.
- (e) The notice of termination:
  - (1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction.
  - (2) When the Authority is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the Authority's grievance procedures.

(3) Any notice to vacate (or quit) which is required by State or local law may be combined or run concurrently with the notice of lease termination under this section, when permitted by such State or local law.

The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court .

(4) When the Authority is required to offer Tenant the opportunity for a grievance hearing under the Authority's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate or expire (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. The grievance process shall be complete upon transmittal to Tenant of the written decision of the hearing officer, or applicable Board of the Authority.

(5) When the Authority is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the Authority has decided to exclude such grievance from the Authority grievance procedure, the notice of lease termination shall:

a) state that Tenant is not entitled to a grievance hearing on the termination;

b) specify the judicial eviction procedure to be used by the Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and

c) state whether the eviction is for a criminal activity that threatens any person's health or safety or for drug related criminal activity.

(6) The Authority may evict a Tenant from the unit either by bringing a court action; or as an alternative, the Authority may evict by bringing an administrative action if the law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties. In order to evict without bringing a court action, the Authority must afford the Tenant the opportunity for a pre-eviction hearing in accordance with the Authority's grievance procedure. The hearing notice will advise persons with disabilities of their rights to request a reasonable accommodation.

(f) Tenant may terminate this Lease at any time by giving 15 days written notice.

(g) In deciding to evict for criminal activity, except for conviction for manufacturing or producing methamphetamine on the premises, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family

members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

#### **XV. Waiver**

No delay or failure by the Authority in exercising any right under this lease agreement, and no partial or single exercise of any such right under this lease agreement, shall constitute a waiver (retrospectively or prospectively) of that or any other right, unless otherwise expressly provided herein.

#### **XVI. General Provisions**

- (a) All uses of singular or plural nouns shall be construed to include the other.
- (b) All uses of masculine or feminine terms shall be construed to include the other.
- (c) All references to Tenant shall include collectively and individually each Tenant who executes this lease.

**PART II of the RESIDENTIAL LEASE AGREEMENT:**  
**Elmira Housing Authority of Elmira, New York**

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**THIS AGREEMENT** is made between the Elmira Housing Authority of Elmira, New York (herein called "Authority"), and \_\_\_\_\_ (herein called the "Tenant"), and becomes effective as of the date set forth below.

- (1) **Unit:** The Authority, relying upon the representations of Tenant as to Tenant's income, household composition, and housing need, leases to Tenant the dwelling unit LOCATED at \_\_\_\_\_ (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is:\_\_\_\_\_.
- (2) **Household Composition:** The Tenant's household is composed of the individuals listed below. Other than the Head or Spouse, each household member should be listed by age, oldest to youngest. All members of the household **over** age 18 shall execute the lease.

	Name	Relationship	Age & Birthday	Social Security #
1.	_____	HEAD	____//	- - - - -
2.	_____	_____	____//	- - - - -
3.	_____	_____	____//	- - - - -
4.	_____	_____	____//	- - - - -
5.	_____	_____	____//	- - - - -
6.	_____	_____	____//	- - - - -
7.	_____	_____	____//	- - - - -
8.	_____	_____	____//	- - - - -

- (3) **Term:** The term of this lease shall be twelve (12) months, renewable as set forth in Part I of the Lease, beginning on the first day of \_\_\_\_\_(month) \_\_\_\_\_(year). The term shall also include, in addition to the twelve (12) month term, a partial month from \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.

(4) **Rent:**

- ☐ Tenant chooses to pay flat rent. Initial rent (prorated for partial month) shall be \$ \_\_\_\_\_. Thereafter, flat rent in the amount of \$\_\_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5) business day of said month. Flat rent does not include a utility allowance or other charges .
- ☐ Tenant chooses to pay income-based rent. Initial rent (prorated for partial month) shall be \$\_\_\_\_\_ and, if applicable, the Tenant shall receive the benefit of \$\_\_\_\_\_ from the Authority for Utility Reimbursement (for partial month) paid to the utility supplier for the period beginning \_\_\_\_/\_\_\_\_/\_\_\_\_ and ending at midnight on \_\_\_\_/\_\_\_\_/\_\_\_\_.

Thereafter, rent in the amount of \$\_\_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5) business day of said month. A utility reimbursement of \$\_\_\_\_\_ per month (if applicable) shall be paid to the utility supplier by the Authority for the Tenant.

(5) **Utilities and Appliances: Authority Supplied Utilities**

If indicated by an (X) below, Authority provides the indicated utility as part of the rent for the premises:

(X) Electricity                      (X) Natural Gas                      (X) Other: Water & Sewer

If indicated by an (X) below, the Authority shall provide the following appliances for the premises:

(X ) Cooking Range                      (X) Refrigerator

(6) **Utilities Allowances: Tenant Paid Utilities**

If indicated by an (X) below, the Authority shall provide Tenants paying income-based rent with a Utility Allowance in the monthly amount totaling \$\_\_\_\_\_ for the following utilities paid directly by the Tenant to the Utility supplier:

( ) Electricity                      ( ) Gas                      ( ) Heat                      ( ) Water                      ( ) Sewerage

(7) **Charges for Excess Appliances** (Not applicable to tenants who pay utilities directly to utility supplier.) Charges for excess appliances are due per the following:

**Air Conditioners:** An additional charge of \$\_\_\_\_\_ per year will be payable for each air conditioner in the premises for each year or partial year of occupancy.

**Other Appliances:** If checked below, an additional charge of \$\_\_\_\_\_ per month for each month of occupancy for each excess appliance on the premises.

( ) Freezer, type: \_\_\_\_\_  
( ) Automatic washer  
( ) Other: \_\_\_\_\_ ( )

Other: \_\_\_\_\_

(8) **Security Deposit:** Tenant agrees to pay \$\_\_\_\_\_ as a security deposit. See Part I of this lease for information on treatment of the Security Deposit.

(9) **Execution:** By Tenant's signature below, Tenant and household agree to the terms and conditions of Parts I and II of this lease and all additional documents made a part of the lease by reference.

**TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE IN BOTH PART I AND IN PART II HAVE BEEN READ BY THE TENANT AND ARE UNDERSTOOD AND TENANT FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.) (IN FINAL LEASE COPY—INSERT LEADBASED PAINT WARNING AS REQUIRED BY HUD.)**

TENANT: \_\_\_\_\_ DATE \_\_\_\_\_

COTENANT: \_\_\_\_\_ DATE \_\_\_\_\_  
COTENANT: \_\_\_\_\_ DATE \_\_\_\_\_  
MANAGER: \_\_\_\_\_ DATE \_\_\_\_\_  
WITNESS: \_\_\_\_\_ DATE \_\_\_\_\_

## TENANT'S CERTIFICATION

I, \_\_\_\_\_ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the Authority before execution of the lease, or before the Authority's approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to the Authority in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

### ATTACHMENTS:

If indicated by an (X) below, the Authority has provided the tenant with the following attachments and information:

- |  |   |
|--|---|
| <input type="checkbox"/> Part I of this Lease                          | <input type="checkbox"/> Housekeeping Standards             |
| <input type="checkbox"/> Standard Maintenance Charges (May be updated) | <input type="checkbox"/> Pet Policy                         |
| <input type="checkbox"/> Grievance Procedure (May be updated)          | <input type="checkbox"/> Watch Out for Lead Paint Poisoning |
| <input type="checkbox"/> Other: _____                                  |   |

### STATEMENT ON RECEIPT OF INFORMATION

We have received a copy of the above information including "The Danger of Lead Poisoning to Homeowners" and "The Danger of Lead Poisoning to Renter." The above information has been thoroughly explained to me/us. We understand the possibility the lead based paint may exist in the unit.

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_ HOURS \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMERGENCY MAINTENANCE TELEPHONE NUMBER \_\_\_\_\_

(Monday through Friday after: \_\_\_\_\_ p.m., and weekends and holidays.

## **GRIEVANCE PROCEDURE**

### **I. Informal Conference**

If Tenant has any dispute with respect to Landlord's action or failure to act in accordance with this lease or Landlord regulations which adversely affect this Tenant's rights, duties, welfare or status, Tenant shall request an informal conference with Landlord. Upon such request, Landlord's Executive Director, Deputy Director or Management Aide shall meet with Tenant within five days of such request in an informal conference so that the grievance may be discussed informally and settled without a hearing.

A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the Tenant and one retained in the Landlord's Tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing may be obtained if the Tenant is not satisfied.

### **II. Request for Hearing**

If the Tenant is not satisfied, Tenant shall submit a written request for a hearing to the project office within five (5) ***business*** days after receipt of the Summary of Discussion. The written request shall specify:

- (1) The reasons for the grievance; and
- (2) The action or relief sought.

If the Tenant does not request such a Grievance hearing, then the Landlord's disposition of the grievance shall become final; provided that failure to request a hearing shall not constitute a waiver by the Tenant of Tenant's right thereafter to contest the Landlord's action in disposing of the complaint in an appropriate judicial proceeding.

### **III. Conditions Prior to Hearing**

All Grievances shall be personally presented either orally or in writing pursuant to the informal procedure set forth above as a condition precedent to a hearing under this section; *Provided*, That if the Tenant shall show good cause why he failed to use the informal conference to the hearing officer or hearing panel, the requirement of the informal conference may be waived by the hearing officer or hearing panel.

Before a hearing is scheduled in any grievance involving the amount of rent, Tenant shall pay to Landlord an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Tenant shall thereafter deposit the same amount of the monthly rent in an escrow account

monthly until the complaint is resolved by decision of the hearing officer. These requirements may be waived by the Landlord in extenuating circumstances ***and in the application of the HUD requirements for a hardship exemption***. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. Failure to make payment shall not constitute a waiver of any right the Tenant may have to contest the Landlord's disposition of Tenant's grievance in any appropriate judicial proceeding.

The Grievance Hearing shall be heard by the longest serving Tenant Commissioner on the Housing Authority Board of Commissioners, but if that person is unavailable, then the matter shall be heard by the next available person on the Housing Authority Board in the following order: other Tenant Commissioner, Chairman, Vice Chairman, the longest serving Commissioner available.

#### **IV. Conduct of Hearing**

The hearing officer shall promptly schedule the hearing for a time and place reasonably convenient to both Tenant and Landlord. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to Tenant and Landlord.

Tenant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:

- (1) The opportunity to examine before the hearing and, at the expense of the Tenant (at 10 cents per copy), to copy all documents, records and regulations of Landlord that are relevant to the hearing. Any document not so made available after request therefore by the Tenant may not be relied on by the Landlord at the hearing;
- (2) The right to be represented by counsel or other person chosen as his or her representative;
- (3) The right to a private hearing unless Tenant requests a public hearing.
- (4) The right to present evidence and arguments in support of Tenant's complaint, to controvert evidence relied on by Landlord or project management, and to confront and cross-examine all witnesses on whose testimony or information the Landlord or project management relies; and
- (5) A decision based solely and exclusively upon the facts presented at the hearing.

The hearing officer may render a decision without proceeding with the hearing if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.

If Tenant or Landlord fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed five (5) business days or make a determination that the party has waived his, or her, or its right to a hearing. Both Landlord and Tenant shall be notified of the determination by the hearing officer. A determination that Tenant has waived Tenant's right to a hearing shall not constitute a waiver of any right the Tenant may have to contest the Landlord's disposition of the grievance in an appropriate judicial proceeding.

At the hearing Tenant must first make a showing of an entitlement to the relief sought and thereafter the Landlord must sustain the burden of justifying Landlord's action or failure to act against which the Complaint is directed.

The hearing shall be conducted informally by the hearing officer or hearing panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer or hearing panel shall require Landlord, Tenant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party and granting or denial of the relief sought, as appropriate.

The Tenant or Landlord may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

Upon request of Tenant, Landlord will provide reasonable accommodation for persons with disabilities to participate in the hearing, including where necessary qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant advises Tenant is visually impaired, any notice to the Tenant will be in an accessible format.

## **V. Decision and Board Review**

The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to Tenant and Landlord. Landlord shall retain a copy of the decision in the Tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Landlord and made available for inspection by prospective complainants or their representatives or the hearing officer.

The decision of the hearing officer shall be binding on the Landlord, which shall take all actions, or refrain from any actions, necessary to carry out the decision, unless the Housing Authority's Board of Commissioners determines within a reasonable time, and promptly notifies Tenant of its determination, that

- (1) The grievance does not concern Landlord's action or failure to act in accordance with or involving the complainant's lease or Landlord's regulations, which adversely affect the complainant's rights, duties, welfare or status; or
- (2) The decision of the hearing officer or hearing panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the Landlord.

A decision by the hearing officer or Board of Commissioners in favor of the Landlord or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, or affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

## **VI. Applicability**

This procedure does not apply to any grievance concerning a termination of tenancy or eviction that involves:

- A. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Authority, or
- B. Any drug-related criminal activity on or near such premises.

At the Board of Commissioners Meeting on June 27, 2002 of the Elmira Housing Authority, the board approved the following amendment to the Housing Authority's Lease Policy, specifically Section 9G-Rent Payments to take effect as of September 1, 2002:

***“All Rent Payments, Security Deposits, Fees, Non Payment Penalties and Other Charges are to be paid in Full upon notice from the Authority. No partial payments will be accepted unless approved by the Executive Director or Deputy Director.***

***All Rent Payments, Security deposits, Fees, Non payment Penalties and Other Charges are to be paid by personal check, bank check, or money Orders. Cash payments will not be accepted.”***

All residents were notified thru correspondence from the Executive Director of this Amendment to Lease Policy.